

EXHIBIT 17

In The Matter Of:

*Anne Bryant v.
Broadcast Music, Inc., et al.*

*Anne Bryant
Vol. 1, March 31, 2003*

*Greenhouse Reporting, Inc.
Computerized Litigation Support
363 Seventh Avenue
20th Floor
New York, NY 10001
(212) 279-5108 FAX: (212) 279-5431*

*Original File AB033103.V1, 243 Pages
Min-U-Script® File ID: 3083516026*

Word Index included with this Min-U-Script®

Page 1

[1]
[2] SUPREME COURT OF THE STATE OF NEW YORK
[3] IAS PART; ROCKLAND COUNTY
[4] ANNE BRYANT,
Plaintiff,
[5] -against- Index No. 5192/00
[6] BROADCAST MUSIC, INC., (a/k/a "BMI"), CLIFFORD
A. "FORD" KINDER, KINDER & CO., LTD., VADIVOX,
[7] LTD., JULES M. "JOE" BACAL, GRIFFIN BACAL INC.,
STARWILD MUSIC BMI, WILDSTAR MUSIC ASCAP, SUNBOW
[8] PRODUCTIONS, INC., and JOHN AND JANE DOES 1-10,
[9] Defendants.
[10]
[11] ANNE BRYANT,
[12] Plaintiff,
[13] -against- Index No. 2821/02
[14] SUNBOW PRODUCTIONS, INC.,
[15] Defendant.
[16]
[17] March 31, 2003
10:12 a.m.
[18]
[19] DEPOSITION OF: ANNE BRYANT
[20]
[21]
[22]
[23] GREENHOUSE REPORTING, INC.,
363 Seventh Avenue - 20th Floor
[24] New York, New York 10001
(212) 279-5108
[25]

Page 2

[1]
[2]
[3]
[4]
[5]
[6] Deposition of ANNE BRYANT, taken by
[7] the Defendant Sunbow Productions, pursuant to
[8] Agreement, at the offices of Monaghan, Monaghan,
[9] Lamb & Marchisio, 28 W. Grand Avenue, Montvale,
[10] New Jersey, before Celeste A. Galbo, a Certified
[11] Shorthand Reporter and Notary Public within and
[12] for the State of New York.
[13]
[14]
[15]
[16]
[17]
[18]
[19]
[20]
[21]
[22]
[23]
[24]
[25]

Page 3

[1]
[2] APPEARANCES:
[3]
[4]
[5] MONAGHAN, MONAGHAN, LAMB & MARCHISIO
[6] Attorneys for the Plaintiff
[7] 28 W. Grand Avenue
[8] Montvale, New Jersey 07645
[9] BY: PATRICK J. MONAGHAN, Jr., ESQ.
[10]
[11] PATTERSON, BELKNAP, WEBB & TYLER, LLP
[12] Attorneys for the Defendant Sunbow
[13] 1133 Avenue of the Americas
[14] New York, New York 10036
[15] BY: ROSEANN KITSON, ESQ.
[16]
[17] DUANE MORRIS
[18] Attorneys for Defendant
[19] Jules M. "Joe" Bacal
[20] 380 Lexington Avenue
[21] New York, New York 10168
[22] BY: ANDRIENNE L. VALENCIA, ESQ.
[23]
[24]
[25]

Page 4

[1]
[2] STIPULATIONS
[3] IT IS HEREBY STIPULATED AND AGREED
[4] by and between counsel for the respective
[5] parties hereto that all rights provided by
[6] the CPLR including the right to object to
[7] any question except as to the form or to
[8] move to strike any testimony at this
[9] examination before trial shall not be a
[10] bar or waiver to make such motion at, and
[11] is reserved for the trial of this action.
[12] IT IS FURTHER STIPULATED AND AGREED
[13] by and between counsel for the respective
[14] parties hereto that this examination may
[15] be sworn to by the witness being examined
[16] before a Notary Public other than the
[17] Notary Public before whom this examination
[18] was begun, but the failure to do so or to
[19] return the original of the examination to
[20] counsel, shall not be deemed a waiver of
[21] the rights provided by Rule 3116 and Rule
[22] 3117 of the CPLR and shall be controlled
[23] thereby.
[24]
[25]

Page 5

(1)
(2)
(3) ANNE BRYANT, stating an address of P.O. Box 418,
(4) Stony Point, New York 10980, having been duly
(5) sworn by the Notary Public, was examined and
(6) testified as follows:

(7) EXAMINATION BY

(8) MS. KITSON:

(9) Q: Miss Bryant, my name is Roseann
(10) Kitson. I'm with the firm of Patterson Belknap
(11) Webb & Tyler, and we represent defendant Sunbow
(12) Productions in the matter. Before we get into
(13) the substance of your deposition, I just wanted
(14) to go over a couple of preliminaries.

(15) First is that the court reporter has
(16) to record both of us, so please wait until the
(17) end of my question before giving a response.
(18) Also, the court reporter needs an audible answer
(19) to record for the record, so please answer
(20) audibly. Nods or shakes of the head or sounds
(21) are not going to be sufficient.

(22) A: Yes.

(23) Q: Do you understand?

(24) A: I understand.

(25) Q: If you don't understand or you don't

Page 7

A. Bryant

(1) A: You want me to —

(2) MR. MONAGHAN: We can't talk.

(3) THE WITNESS: We can't talk, okay.

(4) MR. MONAGHAN: Listen carefully to
(5) her questions and if you remember,
(6) answer.

(7) A: I think six. I think six times.

(8) Q: And do you remember when those
(9) occasions occurred?

(10) A: Yes, in 1981.

(11) Q: That was the first?

(12) A: Yes, the first three.

(13) Q: The first three were in 1981.

(14) Okay. Were they all related to the same matter?

(15) A: Yes. I was sued and I countersued
(16) and then the three depositions as I remember.

(17) Q: Okay. And then after 1981?

(18) A: Yes, in 1991 or 1992 regarding Ford
(19) Kinder, I think there were two depositions
(20) there.

(21) Q: You gave two depositions in that?

(22) A: Yes, two situations. And then

(23) Adrienne deposed me for Joe Bacal, I believe.

(24) MS. VALENCIA: That was in October
(25)

Page 6

A. Bryant

(1) hear a question that I ask you, let me know and
(2) I can either repeat it or I will clarify it,
(3) otherwise I'm going to assume that you
(4) understand the question as it was asked.

(5) A: Okay.

(6) Q: Okay. And if you need a break at
(7) any point that a question is not pending, just
(8) ask and it will be arranged.

(9) A: Fine.

(10) Q: Please state your full name and
(11) address for the record.

(12) A: Anne Bryant, P.O. Box 418, Stony
(13) Point, New York, 10980.

(14) Q: Ms. Bryant, have you ever been
(15) deposed before?

(16) A: Yes.

(17) Q: On how many occasions?

(18) A: Half a dozen maybe.

(19) MR. MONAGHAN: Did you say half a
(20) dozen maybe?

(21) THE WITNESS: Yeah, I think so.

(22) MR. MONAGHAN: Well, don't guess.
(23) That's another instruction. Don't guess.
(24) The question was how many, if you recall.
(25)

Page 8

A. Bryant

(1) of 2001.

(2) THE WITNESS: That would be six.

(3) Q: Have you ever given testimony in
(4) court —

(5) A: I'm not sure.

(6) MR. MONAGHAN: Don't speculate.

(7) Q: If you're not sure, that answer is
(8) fine.

(9) A: Yeah, I'm not sure if that was
(10) testimony.

(11) Q: Ms. Bryant, in preparation for
(12) today's deposition, did you meet with anyone?

(13) A: I talked to Patrick this morning for
(14) a few minutes.

(15) Q: Okay. You spoke with Mr. Monaghan
(16) this morning?

(17) A: Yes.

(18) Q: For how long?

(19) A: Ten minutes.

(20) Q: Was anyone else present?

(21) A: It was right here.

(22) MR. MONAGHAN: The answer is no, no
(23) one else was present. It's
(24) attorney/client, so that's as far as you
(25)

Page 9

Page 11

(1) *A. Bryant*
(2) can go with that.
(3) Q: Were you shown any documents in
(4) preparation for the deposition today?
(5) A: The document about producing
(6) documents.
(7) Q: Okay. Was that the document request
(8) that Sunbow served?
(9) MR. MONAGHAN: Yes.
(10) A: Yes.
(11) Q: Okay, and have you spoken about your
(12) deposition with anyone else?
(13) A: No.
(14) Q: What is the highest level of
(15) education that you've completed?
(16) A: I have an MFA, a master of fine
(17) arts, and halfway through my doctorate in fine
(18) arts and classical music composition.
(19) Q: And from where did you receive that?
(20) A: SUNY Purchase, Classical
(21) Conservatory.
(22) Q: Do you hold any other degrees?
(23) A: A BA from Eastman School of Music.
(24) And what did I get from Berkley School of Jazz?
(25) It's a diploma there. I didn't finish my

(1) *A. Bryant*
(2) Q: Are you currently employed?
(3) A: I have a business, an ongoing
(4) business.
(5) Q: What is that business called?
(6) A: The trade name is Music & Art which
(7) is —
(8) MR. MONAGHAN: Let her get to the
(9) next question. Don't volunteer.
(10) Q: And is that a corporation?
(11) A: It's a d/b/a for a corporation. The
(12) corporation, the whole thing is Square Business
(13) Music Productions Ltd., d/b/a Music & Art. And
(14) that was filed with the New York State that way.
(15) Q: Did you say Square Business Music
(16) Productions?
(17) A: Ltd.
(18) Q: Thank you.
(19) MR. MONAGHAN: I need a minute with
(20) my client.
(21) MS. KITSON: Sure.
(22) MR. MONAGHAN: Thanks.
(23) (Conference between witness and
(24) counsel.)
(25) Q: Prior to Music & Art or Square

Page 10

Page 12

(1) *A. Bryant*
(2) bachelor's there. I went on to Eastman and
(3) that's it. Really a lot of certificates and
(4) things. Who cares?
(5) Q: And you said that you were halfway
(6) through your doctorate?
(7) A: Yes. The MFA that I got, it was
(8) wonderful degree, contains the research
(9) component of a doctorate. I don't want a Ph.D.,
(10) I want a DMA. A Ph.D. is a philosophical
(11) doctorate. I don't want to write about writing
(12) music, I'd rather write music, which is a DMA.
(13) I've done the research component, I just need to
(14) do the other lab work and composition work.
(15) MR. MONAGHAN: Anne, just answer
(16) their questions.
(17) Q: And where are you studying for your
(18) DMA?
(19) A: I'm not right now. I'll do that
(20) when I'm 60.
(21) Q: Through whom have you done your
(22) course work? Through what institution have you
(23) done the course work that you've done so far?
(24) A: SUNY Purchase, State University of
(25) New York.

(1) *A. Bryant*
(2) Business Music Productions Limited d/b/a Music &
(3) Art, were you employed?
(4) A: I've had Music & Art for 25 years,
(5) 26 years. I've always been employed by Music &
(6) Art. I mean Square Business rather, which is
(7) now called Music & Art but it's just Square
(8) Business.
(9) Q: Have you had other employers over
(10) the course of the last 25 years?
(11) A: No.
(12) Q: Have you had other businesses over
(13) the course of the last 25 years?
(14) A: Yes.
(15) Q: Do you now work exclusively for
(16) Square Business Music Productions Ltd. d/b/a
(17) Music & Art?
(18) A: Yes.
(19) Q: Prior to the period where you worked
(20) exclusively for Square Business Music
(21) Productions, who did you work with or what
(22) business did you own?
(23) A: I had additional businesses.
(24) Q: Yes.
(25) A: Kinder & Bryant, Ltd. with a

Page 13

(1) **A. Bryant**
(2) partner, and Gloryvision, Ltd. with a partner.
(3) **MR. MONAGHAN:** I hope we're not
(4) going go back 25 years.
(5) **MS. KITSON:** I'm just getting
(6) background.
(7) **MR. MONAGHAN:** Okay. Well, you
(8) know, that much background may not be
(9) needed.
(10) **Q:** Have you ever worked with an
(11) organizations called Michlin Company?
(12) **A:** Yes, I'm sorry, I did.
(13) **Q:** And —
(14) **MR. MONAGHAN:** Worked with or for?
(15) **MS. KITSON:** Well, let's go with
(16) with.
(17) **Q:** Have you ever worked with Michlin
(18) Company?
(19) **A:** Yes.
(20) **Q:** Have you ever worked for Michlin
(21) Company?
(22) **A:** Yes.
(23) **Q:** You were employed by Michlin &
(24) Company then?
(25) **A:** I was, yes.

Page 14

(1) **A. Bryant**
(2) **Q:** Was that prior to Kinder & Bryant?
(3) **A:** Yes.
(4) **Q:** Was that prior to Gloryvision?
(5) **A:** Yes.
(6) **Q:** And prior to Michlin Company?
(7) **A:** I freelanced.
(8) **Q:** And can you give me approximate
(9) dates that you worked with Michlin Company?
(10) **A:** Yes, 1977 through 1981, somewhere in
(11) there. '80, '81, I'm not sure which. I'm not
(12) really sure.
(13) **Q:** And after you left Michlin & Company
(14) you went to Gloryvision?
(15) **A:** No, I continued to work for Square
(16) Business. I had Square Business the whole time.
(17) **Q:** Okay.
(18) **A:** And then I produced through Square
(19) Business and I was a solo business owner and
(20) arranger, composer, arranger.
(21) **Q:** And during what years were you
(22) associated with Gloryvision limited?
(23) **A:** That's ongoing, '92 and ongoing.
(24) **Q:** To the present?
(25) **A:** Yes.

Page 15

(1) **A. Bryant**
(2) **Q:** And what years were you associated
(3) with Kinder & Bryant?
(4) **A:** 1983 to 19 — the very end of '89,
(5) yes, 1989.
(6) **Q:** And what years have you been
(7) associated with Square Business Music
(8) Productions?
(9) **A:** 1977 through to the present.
(10) **Q:** To the present. May I ask between
(11) the years 1981 and 1983 how were you employed?
(12) **A:** I worked for Square Business Music
(13) doing the very same things I did and have always
(14) done, writing music for commercials, and I did
(15) it exclusively through Square Business.
(16) **Q:** Is that true of the period between
(17) 1989 through 1992 as well?
(18) **A:** Yes, Square Business always has my
(19) services.
(20) **Q:** And during those two periods from
(21) 1981 to 1983 and 1989 to 1992, other than Square
(22) Business, were you associated with any other
(23) business?
(24) **A:** No. No.
(25) **Q:** Okay. Were you employed by any

Page 16

(1) **A. Bryant**
(2) other business during those two periods?
(3) **A:** You clean a client?
(4) **Q:** As in were you an employee for —
(5) **A:** Like Michlin? You mean like the
(6) Michlin situation?
(7) **Q:** Yes.
(8) **MR. MONAGHAN:** Employee.
(9) **THE WITNESS:** No.
(10) **A:** No, no.
(11) **Q:** And Ms. Bryant, what do you do for a
(12) living?
(13) **A:** I'm a composer, an arranger, a
(14) musician, a singer, a lyricist, an announcer,
(15) and a music producer. Music for commercials,
(16) documentary scores, film scores, television
(17) shows, themes for television, and I've just
(18) added translation in the Spanish market to my
(19) business as well.
(20) **Q:** And was that translation of musical
(21) lyrics or song lyrics?
(22) **A:** They had me doing text. They had me
(23) doing that because I know advertising, so I'm
(24) not just translating, I'm also looking at the
(25) advertising. And I'm about to go into the

Page 17

A. Bryant

(1) Spanish song writing end because I can write
(2) lyrics in Spanish now. So that's what I do.
(3) Q: Thank you. And —
(4) THE WITNESS: It's long. I'm
(5) sorry.
(6) Q: Approximately how many songs have
(7) you written?
(8) MR. MONAGHAN: Songs as opposed to
(9) jingles?
(10) A: Including compositions, you mean
(11) really?
(12) Q: I can break them down into different
(13) categories if that would be easier for you to
(14) answer.
(15) MR. MONAGHAN: Over what period?
(16) Q: Since you began your employment with
(17) Michlin & Company.
(18) A: Oh, my God.
(19) MR. MONAGHAN: You're asking for the
(20) number of songs she's written since 1977?
(21) MS. KITSON: Approximately.
(22) A: 5,000, something like that.
(23) Q: And within that number of songs does
(24) that include advertising jingles, TV themes —
(25)

Page 18

A. Bryant

(1) A: Yes.
(2) Q: — and —
(3) A: I don't know how to separate them,
(4) albums.
(5) Q: I don't know what you would call —
(6) A: Album PCs, scores for background,
(7) dramatic scores. I'd say easily 5,000 pieces of
(8) music.
(9) Q: Is it possible that you can break
(10) them down by giving an approximate number of
(11) advertising jingles that you've written?
(12) A: Maybe I could. I can't think
(13) without paper.
(14) MR. MONAGHAN: Well, how is this
(15) particularly relevant to this case?
(16) MS. KITSON: I —
(17) MR. MONAGHAN: This is way more
(18) background than is really critical to the
(19) issues in this case.
(20) MS. KITSON: Well, Ms. Bryant's —
(21) MR. MONAGHAN: You're going to take
(22) us through a number of particular types of
(23) compositions and pieces over the last 30
(24) something years? It's too much.
(25)

Page 19

A. Bryant

(1) MS. KITSON: I'm just trying to
(2) explore the background. Ms. Bryant talks
(3) into her pleadings about her background as
(4) a song writer and as a composer.
(5) MR. MONAGHAN: Right.
(6) MS. KITSON: And I'm just trying to
(7) explore exactly what that background
(8) consists of.
(9) MR. MONAGHAN: Can't we agree to
(10) limit it to like the last ten years?
(11) Wouldn't that be probably the longest
(12) period that a court would allow in terms
(13) of delving into background?
(14) MS. KITSON: Well, I can agree that
(15) we can limit it since, let's say, 1990.
(16) MR. MONAGHAN: That would be fine.
(17) MS. KITSON: Okay.
(18) MR. MONAGHAN: This is — you know,
(19) we want this time to be well spent by all
(20) of us.
(21) MS. KITSON: Well, actually I would
(22) actually request that maybe we just
(23) discuss the period of time since
(24) Ms. Bryant was associated with Kinder &
(25)

Page 20

A. Bryant

(1) Bryant since that is very — that's a part
(2) of this lawsuit.
(3) MR. MONAGHAN: That's '83. 20 years
(4) we have to go back?
(5) MS. KITSON: I'm just asking for the
(6) number of jingles, theme songs, if she can
(7) break them down by an approximate. I'm
(8) not going to ask her for her titles. I'm
(9) not going to go into detail about this.
(10) MR. MONAGHAN: Okay, we'll take it
(11) as it comes, but I would ask that you
(12) limit it.
(13) THE WITNESS: I don't know what my
(14) job is now.
(15) MR. MONAGHAN: Your job is to say
(16) approximately how many jingles. Is that
(17) what the question was?
(18) MS. KITSON: Advertising jingles.
(19) MR. MONAGHAN: Advertising jingles
(20) at least for this question without waiving
(21) my right to object to further inquiry into
(22) similar areas, jingles in the last 20
(23) years.
(24) Have I got the question
(25)

Page 21

[1] A. Bryant
[2] approximately right?
[3] Q: Approximately how many advertising
[4] jingles have you written since you began your
[5] association with Kinder & Bryant?
[6] A: I would put it at about 2100.
[7] Q: And approximately how many TV themes
[8] have you written?
[9] A: Please could I have a piece of
[10] paper? I can't think.
[11] MR. MONAGHAN: No, because you're
[12] testifying from your memory now.
[13] A: Okay.
[14] THE WITNESS: Okay.
[15] MR. MONAGHAN: It shouldn't
[16] involve —
[17] THE WITNESS: I could list them. If
[18] I tick them off one at a time that would
[19] help me, I think.
[20] A: TV themes, right?
[21] Q: Yes.
[22] MR. MONAGHAN: She said
[23] approximately, Anne. It is a test of your
[24] recollection.
[25] A: I don't know, a dozen at most.

Page 22

[1] A. Bryant
[2] Q: And approximately how many songs,
[3] which in my question would not include
[4] advertising jingles or TV themes?
[5] A: 180 songs for the Jem Show. I think
[6] about 180. I think that's the number, 180.
[7] MR. MONAGHAN: Okay.
[8] THE WITNESS: No, there's more
[9] songs.
[10] MR. MONAGHAN: More songs.
[11] THE WITNESS: She asked for songs.
[12] MR. MONAGHAN: Right, you said 180.
[13] THE WITNESS: For that show.
[14] MR. MONAGHAN: For that show, okay.
[15] THE WITNESS: But she asked —
[16] Gloryvision about 50 for the Mirror Kids;
[17] two dozen for the songs for dogs and songs
[18] for cats. Don't laugh, it was a big hit.
[19] Half dozen or so for Walt Disney. I'm
[20] leaving something out but I don't know
[21] what it is. I'm sorry.
[22] Q: That's okay. I asked for an
[23] approximate, so that's fine.
[24] So the number that I had was
[25] approximately 260; 180, then 50, then 24 then

Page 23

[1] A. Bryant
[2] approximately six. These are approximate
[3] numbers?
[4] A: Yeah, right.
[5] Q: Okay. And, Miss Bryant, how would
[6] you define the difference between a jingle, a TV
[7] theme or a song?
[8] MR. MONAGHAN: Well, let me think
[9] about this for a minute. How is that
[10] relevant?
[11] MS. KITSON: There are different
[12] types of songs that are at issue in the
[13] suit.
[14] MR. MONAGHAN: Well, how do you
[15] define it in your question?
[16] MS. KITSON: I'm asking for the
[17] witness' definition of the difference.
[18] THE WITNESS: I can answer it.
[19] MR. MONAGHAN: Well, the question is
[20] how would you define a song versus a
[21] jingle, is that what you said?
[22] MS. KITSON: Versus a TV theme.
[23] MR. MONAGHAN: What is the
[24] difference between those three types of
[25] compositions?

Page 24

[1] A. Bryant
[2] All right. Go ahead, if you can
[3] answer.
[4] A: The length.
[5] Q: Which would be most lengthy, as a
[6] general matter?
[7] A: What was the third one, a song?
[8] Q: Yes.
[9] A: The lengthiest one would be the
[10] song, generally around three minutes.
[11] Q: Are there any other differences?
[12] A: Well, contents is going to be
[13] different on everything, you know, raison
[14] d'être.
[15] Q: Are there any other differences?
[16] A: They're all in sonata form, so
[17] they're very similar. I think the length
[18] characterizes it. In terms of music, that's
[19] basically the difference.
[20] Q: Okay.
[21] A: In terms of lyric, it could be a
[22] different intent with the lyric.
[23] Q: That's fine, okay. Are you
[24] affiliated with any performing rights
[25] organization?

Page 25

(1) *A. Bryant*
(2) A: Yes, BMI.
(3) Q: To your knowledge is there a
(4) difference between how a composition is
(5) registered with BMI based on whether it's a
(6) song, a jingle, a theme or a musical cue —
(7) A: Clearance forms. I really don't
(8) know what would be different other than saying
(9) what it is on the clearance form.
(10) MR. MONAGHAN: Her question is not
(11) necessarily how it's done, but it's to
(12) your knowledge what the differences are in
(13) registering these.
(14) A: Wait a minute, there is a
(15) difference. I've tried to register a jingle
(16) lately and been given word that — jingles I
(17) wrote and had to submit the proof of air time
(18) and the commercial ID numbers on pay stubs from
(19) Talent Partners which is a payroll agency for
(20) the jingle business. And I've submitted proof
(21) and filled out the forms and only to be told —
(22) have it returned to me and told that a writer
(23) can't do that, only a publisher can do it. That
(24) was different from what I had known in the
(25) past. And they gave me a long form that said —

Page 26

(1) *A. Bryant*
(2) a very specific form, not a long form — to know
(3) certain information, was this an original piece
(4) or was this piece a pre-existing piece of
(5) music. That's for jingle. So I know that.
(6) That's recent information in the last couple of
(7) years this happened.
(8) And then as far as documentary film
(9) scores, mostly I do for ABC, they're very
(10) specific about the clearance form. I can file
(11) it, but there has to be a cue sheet list with
(12) timings of every single music cue, titles
(13) designating the composer. It has to be signed
(14) by the executive producer or the producer and
(15) then agreed to by ABC, and then you can submit
(16) it. So it's a pretty long, but they're all a
(17) little different, you know.
(18) Q: Okay.
(19) A: But they also use clearance forms,
(20) yeah.
(21) Q: And clearance forms are used for
(22) what types of musical compositions, to your
(23) knowledge?
(24) A: Those two, right there.
(25) Q: Jingles and documentary film scores?

Page 27

(1) *A. Bryant*
(2) A: Yes, background film scoring.
(3) Q: Okay.
(4) A: And that's the music behind the
(5) television show, the dramatic score. So those
(6) are the only two I know about.
(7) MR. MONAGHAN: We're talking BMI
(8) only?
(9) MS. KITSON: Yes, just BMI.
(10) Q: Miss Bryant, how do you keep records
(11) of what you have written? The musical
(12) compositions that you've written I'm referring
(13) to.
(14) A: Lots of ways.
(15) Q: Okay.
(16) A: Getting harder and harder because
(17) there's so many pieces of digital information
(18) these days —
(19) MR. MONAGHAN: Wait, wait. Can we
(20) have a time frame? It may have changed
(21) how you did that.
(22) THE WITNESS: Over time.
(23) MR. MONAGHAN: Are you talking about
(24) now or 10 years ago?
(25) Q: We can talk about now to again

Page 28

(1) *A. Bryant*
(2) with. Currently how do you keep records of
(3) musical compositions that you've written?
(4) A: Well, I do sheet music. It's in my
(5) computer, do it on the computer now.
(6) MR. MONAGHAN: Wait. Then I'm not
(7) clear on whether you're answering this
(8) question. Are you talking about the work
(9) product itself or a record of the work
(10) product, sort of a listing of the work
(11) product?
(12) Listen to these questions
(13) carefully.
(14) MS. KITSON: What I'm talking about
(15) is the work product itself.
(16) Q: Knowing what exactly you have
(17) written in terms of the musical composition, the
(18) notes, the key —
(19) A: I think I may be going down the
(20) right road here.
(21) MR. MONAGHAN: You were.
(22) A: I have files, excellent files. I
(23) mean, really good files with everything in it,
(24) the lyric, the music, the storyboard, everything
(25) that was supplied to me, everything I wrote,

Page 29

(1) **A. Bryant**
(2) everything that all the e-mail communications
(3) back and forth, any changes. Ultimately I have
(4) the music there which is very good. Then I also
(5) have my arrangement. I have all the notes that
(6) I wrote. I have a document with — now that
(7) we're doing everything on synthesizer, for
(8) goodness sake, I have a million sounds and
(9) catalog which sounds and what I did for each
(10) sound. And I have this mixing legend which
(11) tracks what each piece is on, which tape it
(12) belongs on. That all goes into the music file.
(13) Then I have a business file and they all have
(14) the same invoice number. Then I have all of the
(15) information that union contracts, billing, any
(16) pertinent document that would go along with the
(17) money side of things, my responsibility to other
(18) people. And then I have a great box that I
(19) found that I have all the CDs from the computer
(20) from the recording studios, the DAT, dubs, every
(21) possible thing is in there, and so that I don't
(22) lose anything which is really hard to do if you
(23) don't do this. I have records year to year of
(24) everything I've done and I have my invoices too.
(25) (Discussion off the record.)

Page 30

(1) **A. Bryant**
(2) **MS. KITSON:** Back on the record.
(3) **Q:** Miss Bryant, prior to the system
(4) that you just described which was how you kept
(5) records of compositions, was there a different
(6) system that you used to keep records of your
(7) compositions?
(8) **A:** There was a big envelope in the old
(9) days where all the arrangements and the parts —
(10) depends on how far we go back because I write
(11) for orchestra, but orchestras have disappeared.
(12) So it used to be a big envelope put all the
(13) orchestration, arrangement, all the parts for
(14) the musicians in an envelope and filed it every
(15) year. And then —
(16) **MR. MONAGHAN:** But that question was
(17) was there a system, and it's a yes or no.
(18) **THE WITNESS:** Oh.
(19) **MR. MONAGHAN:** Yeah, and then the
(20) next —
(21) **THE WITNESS:** No, that was the
(22) system.
(23) **MR. MONAGHAN:** She'll do a very good
(24) job. Roseann knows what she's doing.
(25) She'll ask the questions.

Page 31

(1) **A. Bryant**
(2) **THE WITNESS:** Okay.
(3) **MR. MONAGHAN:** It's yes or no. If
(4) it's a yes or no, answer it yes or no.
(5) **A:** Yes, there was a different system.
(6) **Q:** Can you describe that system?
(7) **A:** It was a big envelope that we put
(8) the music in, and then there was a file that we
(9) had put all similar to what I have now. It was
(10) a file with a union contracts and billing and
(11) receivable and reimbursement in that file. That
(12) was a business file.
(13) **Q:** And can you tell me approximately
(14) when you began using your current system?
(15) **A:** With the Music & art, which is
(16) organized in the last couple of years. We're
(17) now in the Internet time and digital records and
(18) what not, so I'd say two years. It's a
(19) different thing.
(20) **Q:** So prior to two years ago, you used
(21) the system where you had the big envelope with
(22) the orchestration; is that correct?
(23) **A:** For Kinder & Bryant we did.
(24) **Q:** Okay.
(25) **A:** For Kinder & Bryant.

Page 32

(1) **A. Bryant**
(2) **Q:** Was there another system that you
(3) used in the intervening time between your
(4) association with Kinder & Bryant and the system
(5) that you've used in the last two years?
(6) **A:** Yes, Gloryvision. Gloryvision was
(7) different.
(8) **Q:** And what system did you use to
(9) record your musical compositions?
(10) **A:** Well, I did do them on synthesizer
(11) and I had a recording studio, yes, but it
(12) created product. It didn't work for hire. It
(13) created product.
(14) **MR. MONAGHAN:** I'm sorry, I'm not
(15) clear. The term that Ms. Kitson is using
(16) for system, a system of recordkeeping.
(17) **THE WITNESS:** I didn't have to keep
(18) records for Gloryvision in the same way.
(19) I didn't have a client.
(20) **MR. MONAGHAN:** Well, did you have a
(21) system of keeping records is the
(22) question.
(23) **THE WITNESS:** I put the papers in
(24) the closet.
(25) **MR. MONAGHAN:** Did you have a

Page 33

(1) *A. Bryant*
 (2) system?
 (3) THE WITNESS: No, you didn't really
 (4) need a system.
 (5) MR. MONAGHAN: Please listen very
 (6) carefully to every part of the question.
 (7) Q: Miss Bryant, do you own the
 (8) copyright on the songs that you right?
 (9) MR. MONAGHAN: Presently or at what
 (10) point in time?
 (11) Q: At any point in time during your
 (12) career have you owned the copyright on the songs
 (13) that you write?
 (14) A: Yes.
 (15) Q: And we discussed earlier that you
 (16) estimated you had written approximately 260
 (17) songs. Do you own the copyright on all of them?
 (18) A: No.
 (19) Q: And for the advertising jingles that
 (20) you've written, you stated that you had written
 (21) approximately 2100 advertising jingles. Do you
 (22) own the copyright on the advertising jingles
 (23) that you've written?
 (24) A: No. A few I do, not very many.
 (25) Q: Okay. And you indicated that you

Page 34

(1) *A. Bryant*
 (2) had written approximately 12 TV themes. Do you
 (3) own the copyright on the TV themes that you've
 (4) written?
 (5) A: No.
 (6) Q: Ms. Bryant, what are the
 (7) compositions that you've written that are at
 (8) issue in this suit?
 (9) A: It's Transformers, also known as
 (10) Robots in Disguise; G.I. Joe, also known as The
 (11) Real American Hero; Jem, the Jem theme also
 (12) known as Truly Outrageous; My Little Pony and
 (13) Friends; My Little Pony; Visionaries.
 (14) Inhumanoids is involved in this. That's it.
 (15) Q: Miss Bryant, you've named The
 (16) Transformers, also known as Robots in Disguise,
 (17) G.I. Joe, also known as The Real American Hero,
 (18) Jem Theme, also known as Truly Outrageous, My
 (19) Little Pony and Friends, My Little Pony,
 (20) Visionaries and possibly Inhumanoids.
 (21) A: There's another one, Robotics.
 (22) Q: Are there any others?
 (23) A: There are others, but I don't know
 (24) that we've found issue with them. There are
 (25) other themes, but these are the ones we're

Page 35

(1) *A. Bryant*
 (2) concerned about.
 (3) Q: Are there any other musical
 (4) compositions that you've written that are at
 (5) issue in this case?
 (6) A: I don't think so. I haven't seen
 (7) yet —
 (8) MR. MONAGHAN: I can't help you.
 (9) I'm not allowed.
 (10) Q: And I'd like to go back through each
 (11) of them and just get a little bit more
 (12) information about them. For The Transformers,
 (13) also known as Robots in Disguise, did you write
 (14) that?
 (15) A: Yes.
 (16) Q: What did you write?
 (17) A: Music.
 (18) Q: Were you solely responsible for
 (19) writing music?
 (20) A: Yes, and the arrangements.
 (21) Q: Are there lyrics to that
 (22) composition?
 (23) A: Yes.
 (24) Q: Did you write the lyrics?
 (25) A: No.

Page 36

(1) *A. Bryant*
 (2) Q: For G.I. Joe, also known as The Real
 (3) American Hero, did you write that?
 (4) A: No.
 (5) Q: Did you write the music?
 (6) A: No, just arrangements.
 (7) Q: For the Jem theme, did you write the
 (8) Jem theme?
 (9) A: Yes.
 (10) Q: What were you responsible for
 (11) writing?
 (12) A: Music and arrangements.
 (13) Q: For My Little Pony and Friends?
 (14) A: Music.
 (15) Q: Did you write arrangements for that?
 (16) A: Yes.
 (17) Q: Were there lyrics to that
 (18) composition?
 (19) A: Yes, Barry Harmon wrote the lyrics.
 (20) Q: For My Little Pony, did you write
 (21) that?
 (22) A: No.
 (23) Q: You didn't write the music?
 (24) A: No, I didn't.
 (25) Q: Did you do an arrangement? Did you

Page 37

(1) **A. Bryant**
(2) write the arrangements?
(3) A: I did some over the years.
(4) Q: Are there lyrics to that
(5) composition?
(6) A: There was a jingle, you know, but it
(7) got incorporated into the TV thing, couple lines
(8) of melody, so the lyrics were like about toys,
(9) you know.
(10) Q: For Visionaries, did you write
(11) Visionaries?
(12) A: I think I did.
(13) Q: Did you write the music for
(14) Visionaries?
(15) A: Yeah. Well, that's what I would
(16) have done for them. I don't know how it works
(17) for other people.
(18) Q: Did you do arrangements for
(19) Visionaries?
(20) A: Yes.
(21) Q: Were there lyrics to the Visionaries
(22) composition?
(23) A: Yes.
(24) Q: Did you write the lyrics?
(25) A: No.

Page 38

(1) **A. Bryant**
(2) Q: For Inhumanoids, did you write
(3) Inhumanoids?
(4) A: I think I co-wrote that. There's a
(5) point at which I can't tell who wrote what,
(6) those two I'm not sure. It's so collaborative,
(7) I don't remember.
(8) Q: Did you write music for Inhumanoids?
(9) A: Yes, I did and I did arrangements.
(10) Q: Did Inhumanoids have lyrics?
(11) A: Yes.
(12) Q: Did you write the lyrics?
(13) A: No.
(14) Q: And for Robotics, did you write the
(15) composition Robotics?
(16) A: I think so. I do remember the
(17) session from 1983, Media Sound.
(18) MR. MONAGHAN: Just yes or no did
(19) you write it.
(20) THE WITNESS: I think I did.
(21) MR. MONAGHAN: Okay.
(22) A: I think I did.
(23) Q: Did you write the music?
(24) A: Yes, that's what I do for them.
(25) Q: Did you do arrangements?

Page 39

(1) **A. Bryant**
(2) A: Yes.
(3) Q: For Robotics?
(4) A: For Robotics.
(5) Q: And were there lyrics to the
(6) Robotics theme or to the Robotics composition?
(7) A: Yes.
(8) Q: Did you write the lyrics?
(9) A: No.
(10) Q: For the compositions that we just
(11) went through, Ms. Bryant, are you the copyright
(12) owner of any of these compositions?
(13) A: No.
(14) Q: Do you know who is?
(15) A: No.
(16) Q: And I can either go through them
(17) individually again or ask as a group whether
(18) these compositions were written originally as an
(19) advertising jingle or whether they were
(20) specifically written for a TV series.
(21) Why don't I go through them
(22) individually.
(23) A: Yeah, I think they're all a little
(24) different.
(25) Q: Referring to Transformers, was

Page 40

(1) **A. Bryant**
(2) this — was that composition originally written
(3) as an advertising jingle or for the TV series?
(4) A: Yes, it was written as a jingle.
(5) Q: And G.I. Joe also known as The Real
(6) American Hero, was that originally written as a
(7) jingle or —
(8) A: A jingle as well, yes.
(9) Q: The Jem theme, was that originally
(10) written as a jingle?
(11) A: It was written originally as a
(12) television theme.
(13) Q: My Little Pony and Friends?
(14) A: Television theme.
(15) Q: My Little Pony?
(16) A: Jingle, at first a jingle.
(17) Q: Visionaries, was that originally
(18) written as —
(19) A: A television theme. I believe it
(20) was a television theme.
(21) MR. MONAGHAN: Don't guess. Be sure
(22) of your answers.
(23) Q: If you don't know, that's fine too.
(24) MR. MONAGHAN: Yes.
(25) A: See, I don't watch television, so I

Page 41

[1] *A. Bryant*
[2] don't really know which came out first on that
[3] one or on the next one either.
[4] Q: The next one being Inhumanoids?
[5] A: Yes.
[6] Q: Was Robotics originally written as a
[7] jingle or television theme?
[8] A: I don't know.
[9] Q: You indicated that to your knowledge
[10] the Transformers composition, G.I. Joe and the
[11] My Little Pony composition were all originally
[12] written as jingles. Let me ask individually,
[13] was the Transformers composition included in the
[14] episodes of the TV series as it was originally
[15] composed as a jingle?
[16] A: Same melody, yes.
[17] Q: Were there changes?
[18] A: I might have done a new
[19] arrangement. I think that that was a change.
[20] Same piece of music.
[21] Q: For the G.I. Joe composition, was
[22] the jingle included in the episode of the TV
[23] series as it was originally composed?
[24] A: I believe so.
[25] Q: Were there any changes?

Page 42

[1] *A. Bryant*
[2] A: I'd just be guessing.
[3] Q: And for the My Little Pony
[4] composition, was this jingle included in
[5] episodes of the TV series as it was originally
[6] composed?
[7] A: I don't remember. Originally it had
[8] its own television show. I don't remember how
[9] that was done, but you can ask me another
[10] question that's going to be the answer.
[11] Q: Were there any changes?
[12] A: I really don't remember. I know it
[13] was sold on video as a television show, then My
[14] Little Pony got mechanically sort of in the
[15] '80s. It was a TV show at one point but I
[16] didn't watch it. I write this stuff but I don't
[17] watch it.
[18] Q: Miss Bryant, are you familiar with
[19] the term work for hire?
[20] A: Yes.
[21] Q: And what do you understand that term
[22] to mean?
[23] A: As its always applied in my career,
[24] I'm not the copywriter on it. The work I've
[25] done has been made for hire on behalf of the

Page 43

[1] *A. Bryant*
[2] publisher, client, whoever they assigned it to.
[3] I give up the copyright in exchange for a fee
[4] while also retaining my performance rights,
[5] royalties and any other outside royalties. That
[6] is the way work for hire works in the jingle
[7] business, it has worked for me for 30 years.
[8] Q: Okay. So you get your fee and
[9] performance rights, royalties and other
[10] royalties?
[11] A: Yes.
[12] Q: What other types of royalties?
[13] A: Mechanical royalties. If we write a
[14] piece for a jingle, then it becomes a television
[15] show, then it becomes a video, then it becomes
[16] VHS and television special, you know, go into
[17] these different areas that generate royalties
[18] for the writers.
[19] Q: Any other types of royalties,
[20] performance rights royalties and mechanical
[21] royalties?
[22] A: I've never experienced any.
[23] Q: Okay. When you wrote the
[24] compositions at issue in this case were you
[25] working on a work for hire basis?

Page 44

[1] *A. Bryant*
[2] A: Yes, yes, commercial music house.
[3] Q: Did you have a written contract to
[4] produce the compositions at issue in this case?
[5] A: Ford Kinder told me that there was a
[6] contract. I don't remember ever signing a
[7] contract with them, but he was my partner and he
[8] said there was a contract at some point in our
[9] association with those people.
[10] Q: And did you write all of these
[11] compositions during your — the periods of your
[12] association with Ford Kinder?
[13] A: Yes, all of them were written
[14] during my associations with Ford Kinder except
[15] for My Little Pony and the G.I. Joe music, G.I.
[16] Joe jingle. They were composed prior to Kinder
[17] & Bryant.
[18] Q: Did you ever have a copy of a
[19] contract that you've had to produce these
[20] jingles?
[21] A: Those specifically?
[22] Q: Yes, I'm sorry, these compositions.
[23] A: No, I don't have the contracts.
[24] Q: And were you paid a creative fee
[25] according to your agreement to produce these

Page 45

(1) *A. Bryant*
 (2) compositions?
 (3) A: Yes.
 (4) Q: Did your agreement to produce these
 (5) compositions specify that you would receive a
 (6) writer's share of the royalties for public
 (7) performances of the music?
 (8) MR. MONAGHAN: Did she testify that
 (9) there were agreements?
 (10) MS. KITSON: She said she
 (11) believed — she was told by Ford Kinder —
 (12) MR. MONAGHAN: Okay.
 (13) MS. KITSON: — that there was —
 (14) MR. MONAGHAN: But she said she
 (15) didn't have copies. So now you're asking
 (16) her what the elements of the agreement
 (17) that she doesn't have copies —
 (18) MS. KITSON: I'm asking her about
 (19) the elements of the contract that was
 (20) formed by Kinder.
 (21) MR. MONAGHAN: You still need some
 (22) foundation, I think; does she know what
 (23) the terms of this agreement were.
 (24) Q: In regard to the contract —
 (25) MR. MONAGHAN: It's not the best

Page 46

(1) *A. Bryant*
 (2) evidence —
 (3) Q: You said that Ford Kinder told you
 (4) that there was. Did you ever read that
 (5) contract?
 (6) A: I didn't know —
 (7) MR. MONAGHAN: Yes or no.
 (8) A: No.
 (9) Q: Okay. Were you ever made aware in
 (10) any other way of what the terms of that contract
 (11) included?
 (12) A: I knew our working agreement with
 (13) clients and I knew that it passed from our
 (14) working agreement at Michlin Company with the
 (15) same rules, and Joe Bacal said —
 (16) MR. MONAGHAN: Wait, wait. You got
 (17) to answer just the question as asked.
 (18) THE WITNESS: All right.
 (19) MR. MONAGHAN: Because, you know,
 (20) these are events of many years ago and you
 (21) have to be certain of what you're saying.
 (22) Q: What form did this working agreement
 (23) take? Was it written?
 (24) A: I've been told that it was written.
 (25) The Michlin Company was written —

Page 47

(1) *A. Bryant*
 (2) MR. MONAGHAN: You've been told it
 (3) was written?
 (4) THE WITNESS: Yes.
 (5) MR. MONAGHAN: Okay. Well, that's
 (6) all you can say because then unless you
 (7) know what the terms of it were, you're
 (8) just guessing.
 (9) THE WITNESS: Can I have a minute?
 (10) MR. MONAGHAN: To talk to me?
 (11) THE WITNESS: Yes.
 (12) MR. MONAGHAN: It's up to Roseann.
 (13) MS. KITSON: Sure. Yes.
 (14) THE WITNESS: Thanks, Roseann.
 (15) MS. KITSON: We'll go off the
 (16) record.
 (17) (Discussion off the record.)
 (18) Q: Were you familiar with the terms of
 (19) the working agreement that Michlin Company
 (20) operated under?
 (21) A: Yes.
 (22) Q: What were those terms?
 (23) A: For a specified fee, for creative
 (24) fee, arranging fee, productions fees, music
 (25) would be created for the client, and the writers

Page 48

(1) *A. Bryant*
 (2) of the music would also be allowed to be part of
 (3) the group, vocal group for singing. And all
 (4) performance rights — I can't say this is the
 (5) entire time of Michlin Company because that kind
 (6) of changed toward the end. This happened — it
 (7) grew into this, the performance rights,
 (8) royalties and other items would go to the
 (9) writers.
 (10) Q: And you say that that was the
 (11) working agreement that existed at the end of
 (12) your association with Michlin & Company, if I
 (13) understand what you just said?
 (14) A: The last couple of years which
 (15) involve from Bacal, that's when they sort of
 (16) came along into an already existing business.
 (17) They had other clients besides them, you know,
 (18) prior to them.
 (19) Q: And when you were associated with
 (20) Kinder & Bryant, did you operate a working
 (21) agreement?
 (22) A: Yes, Joe Bacal said first day "same
 (23) deal as Michlin & Company."
 (24) Q: When you worked with Kinder &
 (25) Bryant, was Joe Bacal your sole client?

Page 49

Page 51

(1) *A. Bryant*
 (2) A: Not initially but he became my sole
 (3) client. He and his companies became the sole
 (4) client.
 (5) Q: Did these working agreements here at
 (6) Kinder & Bryant or Michlin Company cover the
 (7) copyright ownership of the compositions you
 (8) created?
 (9) MR. MONAGHAN: I think she answered
 (10) that, but it's okay, Anne.
 (11) A: I believe so. I believe it termed
 (12) it — I can see work for hire in my mind, yes.
 (13) Q: So under these working agreements
 (14) you were not the copyright owner of the
 (15) composition?
 (16) A: No.
 (17) Q: Okay. Miss Bryant, what is your
 (18) understanding of the rights of a composition's
 (19) copyright owner in terms of what they can do
 (20) with the composition?
 (21) MR. MONAGHAN: I'm — she's not a
 (22) lawyer.
 (23) MS. KITSON: I'm not asking for her
 (24) legal opinion.
 (25) MR. MONAGHAN: No, and her opinion

(1) *A. Bryant*
 (2) the case can do with the compositions?
 (3) A: My understanding about any copyright
 (4) has always been it's the right —
 (5) MR. MONAGHAN: We're not talking
 (6) any.
 (7) THE WITNESS: That was prior to this
 (8) case was the right to copy. That's how I
 (9) learned how to spell copyright.
 (10) Q: And what do you understand the right
 (11) to copy to encompass?
 (12) A: To use the piece of music that the
 (13) copyright is held for in various different ways,
 (14) various ways.
 (15) Q: Referring specifically to the
 (16) compositions at issue in this case, is it your
 (17) understanding that the copyright owner of those
 (18) compositions could create derivative works from
 (19) those compositions?
 (20) MR. MONAGHAN: Define for the
 (21) record.
 (22) MS. KITSON: Derivative works?
 (23) MR. MONAGHAN: Yes.
 (24) MS. KITSON: Works that are based
 (25) upon but different than the original

Page 50

Page 52

(1) *A. Bryant*
 (2) as to what a copyright owner owns is
 (3) really not particularly relevant or
 (4) illuminating as to the issues in this
 (5) case. She just testified what the
 (6) arrangement was regarding the copyrights
 (7) and what the writers retained.
 (8) MS. KITSON: She's previously
 (9) testified, though, that she does own
 (10) copyrights on songs that she's written.
 (11) MR. MONAGHAN: Right.
 (12) MS. KITSON: So I'm asking —
 (13) MR. MONAGHAN: Not at issue in the
 (14) case, though.
 (15) MS. KITSON: But what copyright
 (16) owners did with the compositions at issue
 (17) in the case is part of what the case is
 (18) about.
 (19) MR. MONAGHAN: Well, then I think
 (20) you have to stick with these
 (21) compositions.
 (22) MS. KITSON: Okay.
 (23) Q: Miss Bryant, what is your
 (24) understanding of what the rights of the
 (25) copyright owner of the compositions at issue in

(1) *A. Bryant*
 (2) compositions.
 (3) MR. MONAGHAN: Well, it's a term of
 (4) art, as you know, and I'm not sure that's
 (5) exactly the definition of it as used as a
 (6) term of art. So, I think we need some
 (7) clarification.
 (8) Are you talking about derivative
 (9) works as defined in the Copyright Act or
 (10) as defined by the case law under the
 (11) Copyright Act?
 (12) MS. KITSON: I'm talking about —
 (13) well, yes.
 (14) MR. MONAGHAN: Loosely termed
 (15) derivative rights could be anything
 (16) that —
 (17) MS. KITSON: What I'm talking about
 (18) is music that is based upon the original
 (19) composition.
 (20) MR. MONAGHAN: Okay.
 (21) MS. KITSON: But is not exactly the
 (22) same as the original composition.
 (23) MR. MONAGHAN: Okay.
 (24) A: I'm sorry, I got confused.
 (25) Q: Okay. With that definition in mind

Page 53

(1) **A. Bryant**
 (2) of what I am referring to as a derivative work,
 (3) is it your understanding that the copyright
 (4) owner of the compositions at issue in this case
 (5) could create derivative works from those
 (6) compositions?

(7) **A:** It's not my understanding. I
 (8) believe that they can use it however they want
 (9) as long as they account for the performance
 (10) royalties, mechanical royalties or other
 (11) considerations for performers and composers. I
 (12) think that's right.

(13) **Q:** Is it your understanding that the
 (14) copyright owner of the compositions at issue in
 (15) this case could alter the way that a composition
 (16) is credited?

(17) **MR. MONAGHAN:** Where?

(18) **MS. KITSON:** With a performing
 (19) rights organization, with BMI. With any
 (20) performing arts organization.

(21) **MR. MONAGHAN:** Unilaterally?

(22) **A:** Could you read that back to me?

(23) **MS. KITSON:** Can you read that
 (24) back? Read my question back.

(25) (The record was read.)

Page 54

(1) **A. Bryant**
 (2) **A:** Is it my understanding that they can
 (3) do that?

(4) **Q:** Yes.

(5) **A:** It's my understanding that they
 (6) can't do that unless formal procedures are
 (7) followed that are in place at BMI and ASCAP.

(8) **Q:** And what do you understand those
 (9) procedures to be?

(10) **A:** Well, it's a matter of protecting
 (11) writers. BMI — and I can't speak for ASCAP, I
 (12) know they have a similar situation — but BMI
 (13) has a formal writer change agreement in which
 (14) someone comes in and says I wrote the
 (15) Transformer music and they go "hold it, let's
 (16) contact Anne Bryant." And then I'm told that
 (17) somebody said they wrote my music. And then I
 (18) have to defend that or knock that down and they
 (19) stop the royalty payments and hold everything.

(20) This is in their rule book. It's
 (21) online. It's a protection for everybody.
 (22) Everyone involved is notified and until they
 (23) have an agreement as to who really wrote this
 (24) and all things have been satisfied, no changes
 (25) are made. But if in fact it turns out that

Page 55

(1) **A. Bryant**
 (2) somebody else wrote part of this and it's
 (3) proven, then they make all the changes and we
 (4) all sign off on it. That's a formal writer
 (5) change. That's the only way they can change
 (6) writer's credits. It says it all over the
 (7) place. And without that, who would sleep if the
 (8) people could come in and say I wrote Just The
 (9) Way You Are, Billy Joel didn't write it. They
 (10) need that, you know. So that's how it's
 (11) changed.

(12) **Q:** And do you own a rule book that
 (13) contains this BMI policy within it?

(14) **A:** I did. I think I sent it to you,
 (15) yes.

(16) **MR. MONAGHAN:** Well, own — yes, we
 (17) had a copy of the rule book. I don't know
 (18) what iteration it is.

(19) **A:** But also it's online. The rule book
 (20) is online now.

(21) **Q:** And is the online version the same
 (22) as exists within the rule book that you have a
 (23) copy of?

(24) **A:** On this issue it speaks in the same
 (25) way, there are no changes of writers without a

Page 56

(1) **A. Bryant**
 (2) formal writer change agreement.
 (3) **REQ MS. KITSON:** I would request a copy
 (4) of the — I'm not sure whether or not we
 (5) need the entire rule book, but the formal
 (6) writer change agreement policy that
 (7) Ms. Bryant is explaining.

(8) **MR. MONAGHAN:** Okay. Can I trouble
 (9) you to do what we usually do in these
 (10) circumstances which provides that after
 (11) the deposition you'll drop me a note and
 (12) say this is what I —

(13) **MS. KITSON:** No problem.

(14) **MR. MONAGHAN:** Because I'll never
 (15) remember this.

(16) **Q:** Miss Bryant, do you receive
 (17) royalties on the compositions that you've
 (18) written?

(19) **A:** Yes.

(20) **Q:** In calendar year 1992 — excuse me,
 (21) 2002, for example, the year just past,
 (22) approximately how many compositions did you
 (23) receive royalties on in that year?

(24) **A:** Eight, 10 — no, I can't say that.
 (25) That's just little Jem show songs, I produced

Page 57

(1) **A. Bryant**
(2) hundreds of them. It's very little money, lots
(3) of songs.
(4) **MR. MONAGHAN:** Just answer the
(5) question.
(6) **THE WITNESS:** Pat, I don't know. I
(7) have to look.
(8) **MR. MONAGHAN:** If you don't
(9) remember, then you don't remember.
(10) **Q:** If you don't know, you don't know.
(11) **MR. MONAGHAN:** You're not going to
(12) get marked.
(13) **THE WITNESS:** I'm sorry, I'm not —
(14) **MR. MONAGHAN:** How many do you
(15) recall or know compositions produced
(16) royalties in 2002?
(17) **A:** I don't know, I can get you that
(18) information if you really needed it. I could
(19) look for it. I have all my statements since
(20) 1975.
(21) **MR. MONAGHAN:** Don't volunteer. Let
(22) her ask the questions.
(23) **THE WITNESS:** Well, she has
(24) everything. Sorry. They have the
(25) statements. I mean, goodness. They have

Page 58

(1) **A. Bryant**
(2) whatever I have.
(3) **MS. KITSON:** Well, to the extent
(4) that the statements — I assume the
(5) statements have been produced. Have the
(6) statements been produced to Mr. Bacal's
(7) attorney?
(8) **MR. MONAGHAN:** For 2002? .
(9) **REQ MS. KITSON:** The statements for the
(10) period since Miss Bryant says she has them
(11) since 1975. We would only be interested
(12) in the period relevant to the suit, so I
(13) guess that would be approximately 1993 to
(14) the present.
(15) **THE WITNESS:** Did I do something? I
(16) thought everybody had this.
(17) **MR. MONAGHAN:** We'll make — this is
(18) Sunbow.
(19) **THE WITNESS:** So what's the
(20) difference?
(21) **MR. MONAGHAN:** This is Sunbow's
(22) attorney asking for these statements, not
(23) BMI's or Bacal's.
(24) **THE WITNESS:** Aren't you Joe Bacal's
(25) attorneys?

Page 59

(1) **A. Bryant**
(2) **MR. MONAGHAN:** They're not
(3) together.
(4) **THE WITNESS:** You don't speak to
(5) each other?
(6) **MS. KITSON:** We just share the same
(7) side of the caption.
(8) **MS. VALENCIA:** But we should all
(9) have the same discovery since we are
(10) related.
(11) **THE WITNESS:** You can't give it to
(12) her?
(13) **MS. VALENCIA:** I don't believe that
(14) we have it.
(15) **MR. MONAGHAN:** The request is for
(16) the statements. We'll take it under
(17) advisement. Send me a letter and we'll
(18) respond.
(19) **MS. KITSON:** It's from '93 to the
(20) present, not from 1975 to the present.
(21) **MR. MONAGHAN:** Well, '93 to the
(22) present is a large enough project.
(23) **THE WITNESS:** I'm going to have a
(24) big job when I get home.
(25) **Q:** Miss Bryant, from how many entities

Page 60

(1) **A. Bryant**
(2) do you receive royalties from the compositions
(3) that you've written?
(4) **A:** You mean like BMI?
(5) **Q:** Exactly.
(6) **A:** From BMI.
(7) **Q:** And are there any other entities
(8) that pay you royalties for the composition?
(9) **MR. MONAGHAN:** SAG or other
(10) performing rights societies.
(11) **A:** The Screen Actor's Guild is a
(12) performing union, it's no a royalty.
(13) **Q:** I'm only asking for royalty
(14) payments.
(15) **A:** I'm in BMI. You can only be in
(16) one. Formerly I got mechanical royalties
(17) through Sunbow, but I haven't gotten them for
(18) many years.
(19) **MR. MONAGHAN:** You don't want to
(20) pick up on that question, so I don't have
(21) to ask her.
(22) **Q:** What mechanical royalties did you
(23) receive from Sunbow?
(24) **A:** VHS sales on Transformers, I think
(25) that was in France, and My Little Pony which I

Page 61

(1) **A. Bryant**
(2) know was in France.
(3) Q: And when did you receive those
(4) approximately?
(5) A: In the late '80s.
(6) Q: And do you receive those any longer?
(7) A: I haven't gotten them since the late
(8) '80s.
(9) Q: How often do you receive royalty
(10) payments?
(11) A: Twice a year now. They combine the
(12) statements of all categories.
(13) Q: And I think we went over this, but
(14) do you receive reports regarding the royalty
(15) payments when you receive the payments?
(16) MR. MONAGHAN: Statements?
(17) A: Statements, yeah.
(18) Q: Statements, okay.
(19) A: Yes.
(20) Q: And are those the statements that
(21) you referred to earlier that we asked to have
(22) produced?
(23) A: Yes.
(24) Q: Other than BMI have you ever had a
(25) problem collecting royalties from any other

Page 62

(1) **A. Bryant**
(2) royalty collecting entity?
(3) A: I've always been with BMI.
(4) MR. MONAGHAN: Since she was 18?
(5) THE WITNESS: 21, unfortunately.
(6) Remember that?
(7) Q: And are you familiar with the term
(8) mechanical royalties?
(9) A: Yes.
(10) Q: And what do you understand
(11) mechanical royalties to be?
(12) A: It's a compensation for composers,
(13) authors for music and songs used in connection
(14) with a mechanical item. Like it's not broadcast
(15) aired, it's attached to a DVD, a VHS, a video
(16) game.
(17) MR. MONAGHAN: A record?
(18) A: A record. A mechanical object. A
(19) film. Those are mechanicals. Performance
(20) rights are things that are out in the air.
(21) Q: Okay.
(22) A: It gets broadcast or a live
(23) performance.
(24) Q: Have you ever entered into a
(25) contract that governed your collection of

Page 63

(1) **A. Bryant**
(2) mechanical royalties for a composition that
(3) you've created —
(4) A: Yes, a very specific contract with
(5) Walt Disney.
(6) MR. MONAGHAN: Relating to any of
(7) these compositions?
(8) THE WITNESS: None of these, no.
(9) Strange company.
(10) Q: And did you ever enter into a
(11) contract for mechanical royalties with Sunbow
(12) Productions?
(13) A: No.
(14) Q: Did you ever enter into a contract
(15) regarding mechanical royalties with Griffin
(16) Bacal Incorporated?
(17) MR. MONAGHAN: Are you talking about
(18) a written contract?
(19) MS. KITSON: Yes.
(20) A: Not that I know of.
(21) Q: Have you ever heard of the Harry Fox
(22) Agency?
(23) A: I've heard of him, yes.
(24) Q: Are you affiliated with the Harry
(25) Fox Agency?

Page 64

(1) **A. Bryant**
(2) A: No.
(3) Q: Are you familiar with the term
(4) synchronization license or sync license?
(5) A: I've heard it.
(6) Q: Do you have any understanding of
(7) what a sync license is?
(8) A: I don't really know how that works.
(9) Q: To the best of your knowledge have
(10) you ever entered into a contract that granted a
(11) sync license?
(12) A: I don't know. I don't know enough
(13) about it.
(14) Q: Do you now or have you in the past
(15) collaborated with others in composing
(16) compositions?
(17) A: I don't corroborate writing
(18) compositions.
(19) MR. MONAGHAN: So that was no?
(20) THE WITNESS: No.
(21) Q: Have you worked with lyricists?
(22) A: Yes.
(23) Q: And have those lyricists created
(24) lyrics for music that you have written?
(25) A: Yes.

Page 65

Page 67

(1) *A. Bryant*
(2) Q: Could you tell me the names of the
(3) lyricists that you have worked for during the
(4) period relevant to this suit?
(5) A: Worked for?
(6) Q: I'm sorry, worked with.
(7) A: Oh, okay. Barry Harmon.
(8) Q: Any others?
(9) A: You know, in the jingle business
(10) advertising copy is provided. I don't know if
(11) you call that lyrics, but you can call it
(12) lyrics.
(13) MR. MONAGHAN: No, just as you're
(14) testifying about. Any other lyricists as
(15) you've described it in your testimony thus
(16) far that you worked with?
(17) THE WITNESS: Ad agencies often give
(18) me —
(19) MR. MONAGHAN: You don't know.
(20) You're saying you're not sure? If you're
(21) saying something like this, it sounds like
(22) you don't know the answer, you're not sure
(23) of something and we don't want you to give
(24) an answer that you're not sure about.
(25) A: Well, I wouldn't call them lyrics,

(1) *A. Bryant*
(2) is is helpful.
(3) A: Background scores for documentaries
(4) for television, but I write jingles and scores
(5) for jingles for ad agencies, but as far as
(6) production companies, it's been, you know,
(7) documentary film scores, not TV show themes.
(8) But the score.
(9) Q: Do you currently have a written
(10) contract that governs your business dealings
(11) with the advertising agency you write for?
(12) MR. MONAGHAN: Object. I'm going to
(13) object to that question as being
(14) irrelevant.
(15) Q: You can answer.
(16) MR. MONAGHAN: You can answer unless
(17) I say don't.
(18) THE WITNESS: I don't know why I
(19) should answer anything you object to.
(20) MR. MONAGHAN: Well, I object as it
(21) being relevant, but I'm not telling you
(22) not to answer unless I think I should. So
(23) it's just a yes or no. Do you currently
(24) have a contract —
(25) A: I have contracts on everything that

Page 66

Page 68

(1) *A. Bryant*
(2) okay. I'm not sure is probably a good way to
(3) go.
(4) Q: Other than Barry Harmon you are
(5) unsure of any other lyricist that you've work
(6) with during the period relevant to this suit?
(7) A: In Gloryvision I had a partner who I
(8) wrote lyrics with, too.
(9) Q: And who was that person?
(10) A: Ellen Bernfeld.
(11) (Discussion off the record.)
(12) Q: Miss Bryant, when you worked with
(13) lyricists, how is each person's share for the
(14) credit of the compositions determined?
(15) A: It's highly individual to each song
(16) and the situation with it. It can be 50/50 but
(17) it can be other than that.
(18) Q: Do you currently write songs or
(19) jingles for an advertising agency?
(20) A: Yes.
(21) Q: Do you currently write songs or
(22) jingles for a TV production company?
(23) MR. MONAGHAN: How would that be —
(24) maybe it's changed, so I'm not sure that
(25) question asking what the current situation

(1) *A. Bryant*
(2) I write in terms of registration with BMI, the
(3) rights that the clients has as far as —
(4) MR. MONAGHAN: So that's a yes, it's
(5) a production contract?
(6) THE WITNESS: I guess it's a
(7) production contract.
(8) MR. MONAGHAN: Well, that's what she
(9) asked. That's what Roseann asked.
(10) Q: So the answer is yes?
(11) A: Yes.
(12) MR. MONAGHAN: And we won't produce
(13) it because we don't think it's relevant.
(14) DIR Q: Who negotiated the contract on your
(15) behalf?
(16) MR. MONAGHAN: Object to the
(17) question and instruct her not to answer.
(18) Q: Do you have an agent?
(19) A: No.
(20) Q: Have you ever had an agent?
(21) A: No.
(22) Q: Do you utilize an attorney to
(23) negotiate business agreements for you?
(24) A: When necessary. Standard practice I
(25) don't, you know.

Page 69

(1) **A. Bryant**
(2) **Q:** Who is your attorney? Who
(3) negotiates business arrangements for you?
(4) **A:** Patrick Monaghan, Jr.
(5) **MR. MONAGHAN:** No, negotiating, I
(6) don't negotiate. I don't negotiate.
(7) **THE WITNESS:** Advise?
(8) **MR. MONAGHAN:** Well, there's a big
(9) difference. I've had no dealings with —
(10) **Q:** Assists you in entering into the
(11) written agreements that you say you have in
(12) terms of producing your work.
(13) **A:** I don't think I have anybody to do
(14) that for me.
(15) **Q:** Okay.
(16) **A:** I've been in the business so long,
(17) this is standard publishing.
(18) **MR. MONAGHAN:** Stop.
(19) **Q:** Going back to your prior employment
(20) history, focusing on the period from — focusing
(21) on your employment with Michlin & Company,
(22) Kinder & Bryant and what is subsequent to that,
(23) when you worked with Michlin Company did you
(24) work for more than one client?
(25) **A:** Lots of clients, yes. Mainstream

Page 70

(1) **A. Bryant**
(2) advertising.
(3) **Q:** And at that time was your work for
(4) those clients governed by the — let me get the
(5) right term, the working agreement that we
(6) discussed previously?
(7) **A:** You mean Michlin & Company's working
(8) agreement?
(9) **Q:** Yes.
(10) **A:** Yes, but they paid much higher fees
(11) than the one we discussed previously.
(12) **Q:** Okay. But your work with all of
(13) your different clients would be governed by the
(14) terms of that working agreement, the terms of
(15) which we discussed earlier?
(16) **MR. MONAGHAN:** Well, the client is
(17) the agent's agency. I just want a
(18) clarification. When she's asking client,
(19) you're talking about the ad agency,
(20) correct?
(21) **MS. KITSON:** It was my
(22) understanding —
(23) **MR. MONAGHAN:** — or Michlin Co. —
(24) **MS. KITSON:** — during Miss Bryant's
(25) associations with Michlin & Company she

Page 71

(1) **A. Bryant**
(2) worked for Michlin & Company.
(3) **MR. MONAGHAN:** Right.
(4) **MS. KITSON:** The clients I'm
(5) referring to are —
(6) **MR. MONAGHAN:** Michlin's clients.
(7) **MS. KITSON:** — are the clients of
(8) Michlin Company.
(9) **A:** So what's the question?
(10) **Q:** The question is while you were
(11) associated with Michlin Company, was your work
(12) for Michlin Company's clients governed by the
(13) terms of the working agreement that we discussed
(14) previously?
(15) **A:** That Michlin & Company had with its
(16) clients, yes, it was.
(17) **Q:** During your association with Kinder
(18) & Bryant, was your work with Kinder & Bryant's
(19) clients governed by the working agreement that
(20) we discussed previously?
(21) **A:** Yes, those are the terms that you
(22) work under the jingle business, in the jingle
(23) business, so we carried them over.
(24) **Q:** Was that the same with regard to all
(25) of the clients that you worked with when you

Page 72

(1) **A. Bryant**
(2) were associated with Kinder & Bryant?
(3) **A:** Yes, but sometimes the terms were
(4) different, the payment terms, fees.
(5) **Q:** Other than Joe Bacal or JBI, could
(6) you tell me what other clients Kinder & Bryant
(7) worked with?
(8) **A:** Okay, Leo Burnett.
(9) **Q:** Could you spell the last name?
(10) **A:** B-U-R-N-E-T-T, Leo Burnett
(11) Advertising Agency, Chicago, Kellogg's, and —
(12) **MR. MONAGHAN:** Kellogg's cereal?
(13) **THE WITNESS:** Kellogg cereal, yeah.
(14) I see a dog. I don't know, a dog food. I
(15) don't remember. Also in Chicago a J.
(16) Walter Thompson, another dog food, and
(17) Kraft, and then also in Chicago, Needham
(18) Harper and Steers which got bought — I
(19) think eventually bought Griffin Bacal,
(20) Needham we called them. What's the name
(21) of that beer? I think it was Budweiser.
(22) It was a beer. I don't know, Budweiser.
(23) **Q:** Well, it's the king of beers.
(24) **A:** Yeah, it's a pretty nice campaign.
(25) And several other campaigns. I can't remember

Page 73

Page 75

(1) *A. Bryant*
(2) them all, but a number of those. And then that
(3) was in Chicago, the Chicago agencies. The New
(4) York agency I remember Grey Advertising. We
(5) used to call it Gay Advertising because
(6) everybody was gay there.
(7) MR. MONAGHAN: Don't volunteer.
(8) THE WITNESS: Oh, my God.
(9) Q: We won't be sharing this with Grey.
(10) THE WITNESS: I didn't care. I'm
(11) sorry.
(12) Q: Any others besides Grey?
(13) A: Yes, J. Walter Thompson.
(14) MR. MONAGHAN: This is a New York
(15) now?
(16) THE WITNESS: This is New York.
(17) MR. MONAGHAN: BBD&O?
(18) A: Yeah, we did a job for BBD&O, that
(19) was the last one, too. Ogilvy and Mather, Geer
(20) du Bois.
(21) Q: Any others that you recall?
(22) MR. MONAGHAN: Anne, that's fine.
(23) A: There were a couple of those of the
(24) agencies that we haunted as much as possible,
(25) but these we worked for quite a bit.

(1) *A. Bryant*
(2) Q: As a general matter.
(3) MR. MONAGHAN: As a general rule.
(4) A: As a general rule, there was always
(5) some kind of piece of paper I think that
(6) existed. There may have been exceptions but
(7) some kind of royalty assignment or payment
(8) agreement or reimbursement that set forth the
(9) terms. They often presented it to us, that more
(10) often was the case.
(11) MR. MONAGHAN: Okay.
(12) A: They sent it to us.
(13) Q: And who negotiated those agreements
(14) on behalf of Kinder & Bryant?
(15) A: I don't think we got any advice on
(16) them. It was fairly standard in the industry.
(17) MR. MONAGHAN: This is going back
(18) into the '80s?
(19) MS. KITSON: During her association
(20) with Kinder & Bryant.
(21) MR. MONAGHAN: I really don't think
(22) it's relevant. I don't think we should go
(23) down this line much further.
(24) MS. KITSON: Okay.
(25) MR. MONAGHAN: It's too old.

Page 74

Page 76

(1) *A. Bryant*
(2) Q: Okay.
(3) THE WITNESS: Is that bad? I'm
(4) sorry.
(5) MR. MONAGHAN: No, it's not bad.
(6) That's fine.
(7) Q: While you were associated with
(8) Kinder & Bryant, did Kinder & Bryant have a
(9) written contract that governed its business
(10) dealings with these clients?
(11) MR. MONAGHAN: Case by case or
(12) generic?
(13) Q: For each of them, did — or let me
(14) withdraw that question and ask; as a general
(15) matter while you were associated with Kinder &
(16) Bryant, did Kinder & Bryant use a written
(17) contract in their business dealings with its
(18) clients, particularly those that you just named?
(19) A: I have to answer this in a general
(20) way. Can I do that?
(21) MR. MONAGHAN: No, yes or no or I
(22) don't remember. Written, she asked if
(23) there was a written contract.
(24) A: But she's asking me about lots of
(25) different people.

(1) *A. Bryant*
(2) MS. KITSON: We can stop right
(3) there.
(4) Q: Miss Bryant, who is Ford Kinder?
(5) MR. MONAGHAN: Now, just —
(6) A: He was my partner in Kinder &
(7) Bryant.
(8) Q: When did you first start working
(9) with Ford Kinder?
(10) A: 1977.
(11) Q: Were you partners at that time?
(12) A: No, he was hired to be my assistant
(13) at Michlin & Company.
(14) Q: How long did you work with Ford
(15) Kinder?
(16) A: About 13 years I think we were
(17) together.
(18) Q: When did you form your partnership
(19) with Ford Kinder?
(20) A: In 1981 I had Anne Bryant Music —
(21) MR. MONAGHAN: No, it's when.
(22) A: June of 1983 he became part of my
(23) company and we created a larger company. I had
(24) an ongoing company of my own at that point that
(25) he came into.

Page 77

(1) *A. Bryant*
 (2) Q: And was that larger company Kinder &
 (3) Bryant?
 (4) A: The larger company became the two of
 (5) us.
 (6) Q: And it was called Kinder & Bryant?
 (7) A: Ltd.
 (8) Q: Ltd.
 (9) THE WITNESS: Didn't you do that?
 (10) MR. MONAGHAN: She's referred to you
 (11) called it a partnership, it actually is a
 (12) corporation.
 (13) MS. KITSON: Oh, okay.
 (14) Q: Did the two of you have rules or
 (15) policies that you followed regarding registering
 (16) compositions with performing rights
 (17) organizations that were written by both of you
 (18) together during your association with Kinder &
 (19) Bryant?
 (20) MR. MONAGHAN: Did you have rules
 (21) and policies?
 (22) A: Well, it's a two-part question that
 (23) you're asking me, two conditions within that.
 (24) One is we didn't write together.
 (25) Q: Okay.

Page 78

(1) *A. Bryant*
 (2) A: Two is that rules and policies, we
 (3) didn't register things. The publisher and their
 (4) employees did.
 (5) Q: Did the two of you split the
 (6) responsibilities of running your business apart
 (7) from the work of actual song writing or
 (8) composing?
 (9) MR. MONAGHAN: Meaning like 50/50?
 (10) MS. KITSON: Did they or did one do
 (11) it all and the other did not?
 (12) MR. MONAGHAN: No, I understand.
 (13) A: We both wrote, we both did business.
 (14) Q: How did the two of you split the
 (15) responsibilities on the business end of Kinder &
 (16) Bryant?
 (17) MR. MONAGHAN: I don't think it's
 (18) relevant. Some of the other questions
 (19) were tangentially possibly relevant, but I
 (20) don't think this is relevant.
 (21) Registration issues might be but not this,
 (22) this is too old.
 (23) Q: Was contact with publisher's part of
 (24) the business end of Kinder & Bryant?
 (25) A: It's a lot more streamline than

Page 79

(1) *A. Bryant*
 (2) that. We didn't go visit the publisher. The
 (3) client was the publisher.
 (4) MR. MONAGHAN: The client was the
 (5) publisher?
 (6) A: So —
 (7) MR. MONAGHAN: So the question was
 (8) did you visit, is that it?
 (9) Q: Was contact with the publisher —
 (10) MR. MONAGHAN: Contact.
 (11) Q: — part of what would be referred to
 (12) as the business end?
 (13) A: It was within the whole scope of
 (14) writing music for these people and the way that
 (15) the industry worked. Work for hire, going
 (16) rights and stuff.
 (17) Q: Generally speaking did you or Ford
 (18) Kinder have more client contact on behalf of
 (19) your company?
 (20) A: In the aggregate —
 (21) MR. MONAGHAN: Yeah, at what point?
 (22) Which client?
 (23) Q: Generally speaking.
 (24) MR. MONAGHAN: Generally.
 (25) Q: In terms of dealing with the

Page 80

(1) *A. Bryant*
 (2) client.
 (3) MR. MONAGHAN: Is it possible to
 (4) answer that generally speaking?
 (5) A: I had all the contact with the
 (6) Chicago clients because I used to write for them
 (7) out there. He had none and they called on me
 (8) and they wanted me to do the writing.
 (9) MR. MONAGHAN: Okay, but that was —
 (10) the question was generally?
 (11) A: So sometimes it was more, one or the
 (12) other. He had a connection over here. I had a
 (13) connection over there. And we pulled it all
 (14) together for both of us. So I think it came out
 (15) pretty even.
 (16) Q: Was the amount of client contact
 (17) that either of you had dependant upon which
 (18) client would be in question?
 (19) A: I would say that would be true,
 (20) yeah, yeah, sometimes.
 (21) Q: How long were you in business with
 (22) Ford Kinder? And I'm referring to Kinder &
 (23) Bryant Ltd.
 (24) A: June 10th, 1983 to November 8th,
 (25) 1989.

Page 81

[1] *A. Bryant*
[2] THE WITNESS: How is that?
[3] MR. MONAGHAN: It's great if it's
[4] correct like everything else.
[5] THE WITNESS: Did you know
[6] corporations have a birthday?
[7] MR. MONAGHAN: Yes.
[8] THE WITNESS: I love that.
[9] MR. MONAGHAN: What did you say 11,
[10] what was that answer?
[11] MS. KITSON: 11/8/89.
[12] Q: And is that when the partnership
[13] broke up, November 8th, 1989?
[14] A: You mean when it severed?
[15] MR. MONAGHAN: What's the
[16] significance of the date, what happened?
[17] Q: What is the significance of November
[18] 8 —
[19] A: We signed a separation agreement.
[20] Q: And what was the reason for the
[21] break up of the partnership?
[22] MR. MONAGHAN: Well, is there a
[23] reason stated in the separation agreement
[24] or, you know, her opinion or his opinion?
[25] There's a bunch of variables there.

Page 82

[1] *A. Bryant*
[2] Q: Okay, we'll start with are there
[3] reasons for the break up of the partnership
[4] stated in the separation agreement?
[5] A: No, it was very kind of clinical.
[6] MR. MONAGHAN: Usually those kinds
[7] of things have whereas the parties have
[8] irreconcilable differences or something
[9] like that. But I don't remember.
[10] MS. KITSON: An explanation of
[11] what's happening.
[12] MR. MONAGHAN: But I don't
[13] remember.
[14] MS. KITSON: Okay. Okay.
[15] Q: After your partnership broke up you
[16] sued Ford Kinder, correct?
[17] A: Yes.
[18] Q: And what were your allegations in
[19] that suit?
[20] MR. MONAGHAN: Well, subject to what
[21] the pleadings say. Her allegations are
[22] contained in the pleadings in the suit.
[23] Q: To the best of your recollection,
[24] what were your allegations against Ford Kinder
[25] in that suit?

Page 83

[1] *A. Bryant*
[2] MR. MONAGHAN: Okay, I don't think
[3] it's relevant, but I'll let her answer
[4] this question, but I don't want to go down
[5] everything in that case.
[6] THE WITNESS: What was the
[7] question?
[8] MR. MONAGHAN: Generally speaking
[9] what was the case about?
[10] MS. KITSON: Could you read the
[11] question?
[12] MR. MONAGHAN: The Kinder.
[13] THE WITNESS: The Kinder suit.
[14] (The record was read.)
[15] A: He didn't pay the contract, the
[16] settlement contract and he undermined it. And
[17] in many ways — and essentially I left my
[18] company for no money.____
[19] Q: By the settlement contract, are you
[20] referring to the separation agreement that was
[21] signed on November 8th, 1989?
[22] A: Yes.
[23] Q: Okay.
[24] MR. MONAGHAN: Breach of contract?
[25] THE WITNESS: Breach of contract.

Page 84

[1] *A. Bryant*
[2] Q: Did Kinder interpose any
[3] counterclaims against you in that suit, if you
[4] recall?
[5] A: Yes, he did temporarily, slander.
[6] MR. MONAGHAN: That's right.
[7] THE WITNESS: Remember that?
[8] MR. MONAGHAN: That's right. Which
[9] was dismissed.
[10] Q: And how was the suit resolved?
[11] A: We settled it in 1994.
[12] Q: And what are the terms of those
[13] settlements, if you recall?
[14] MR. MONAGHAN: You have that, I
[15] think.
[16] MS. KITSON: The settlement
[17] agreement?
[18] MR. MONAGHAN: Yes, I think you do.
[19] MS. KITSON: Okay.
[20] MR. MONAGHAN: I know Adrienne
[21] does.
[22] MS. VALENCIA: We do. If you don't
[23] have it, we can send it.
[24] MR. MONAGHAN: Without holding her
[25] to it, if she can generally state what she

Page 85

(1) *A. Bryant*

(2) recalls.

(3) MS. VALENCIA: No, actually for

(4) clarification, we have a copy of the

(5) settlement agreement between Anne and Ford

(6) Kinder of the BMI lawsuit, not the 1994

(7) lawsuit.

(8) MR. MONAGHAN: Really? I thought I

(9) sent you the other one, but, okay.

(10) Q: So the question would stand. To the

(11) best of your recollection what were the terms of

(12) the settlement that you reached with Ford Kinder

(13) in 1994?

(14) A: He paid me some cash and then he

(15) waived any right to any claim on anything that

(16) was in any composition for payment that was in

(17) my BMI catalog, I never had to account to him

(18) again. I had been paying him half for

(19) everything for our whole partnership and beyond,

(20) so then it became mine 100 percent. And then

(21) there was some other things that we did but I

(22) don't remember what they were.

(23) Q: Okay. Ford Kinder and Kinder &

(24) Company were two of the original companies named

(25) in this suit; is that correct?

Page 86

(1) *A. Bryant*

(2) A: Yes.

(3) Q: What is Kinder & Company, to the

(4) best of your knowledge?

(5) A: It was a continuation of Kinder &

(6) Bryant without Bryant.

(7) MR. MONAGHAN: And I have to check

(8) the agreement, too, if there's a

(9) confidentiality clause in there. I don't

(10) remember now. So if there is, until I

(11) look at it, I don't think I can let her

(12) answer any more questions about the

(13) settlement. I just don't remember.

(14) MS. KITSON: The settlement, the

(15) 1994 settlement?

(16) MR. MONAGHAN: Yes.

(17) MS. KITSON: Okay, I'm done asking

(18) questions about that.

(19) MR. MONAGHAN: So, if inadvertently

(20) there is, we would object belatedly, I

(21) suppose.

(22) MS. KITSON: Okay, I have no more

(23) questions about the 1994 settlement.

(24) MR. MONAGHAN: All right.

(25) Q: Miss Bryant what is Vadivox Ltd.?

Page 87

(1) *A. Bryant*

(2) A: It's Latin for Ford's chords. It

(3) was Ford's personal services company.

(4) Q: And by personal services company,

(5) what do you understand he did through Vadivox

(6) Ltd.?

(7) A: He sang.

(8) Q: In August 2001 you executed a

(9) settlement with Ford Kinder in regard to this

(10) litigation and he's no longer a defendant; is

(11) that correct?

(12) A: I don't know how that — if he's no

(13) longer a defendant, I know it was without

(14) prejudice to recall him. So I don't know what

(15) that — I don't know what the legal situation is

(16) in that.

(17) Q: So in August 2001 you did execute a

(18) settlement with Ford Kinder in regard to this

(19) litigation?

(20) MR. MONAGHAN: There is a

(21) settlement. I don't remember the date of

(22) that one either.

(23) THE WITNESS: It's a settlement, is

(24) that what you call it?

(25) MR. MONAGHAN: Yes, but it has

Page 88

(1) *A. Bryant*

(2) conditions.

(3) A: Okay.

(4) Q: Did that same settlement cover

(5) Kinder & Company?

(6) A: You know, I don't know.

(7) Q: Okay. Do you know if it covered

(8) Vadivox Ltd. —

(9) MR. MONAGHAN: I think it covered

(10) all the defendants named in the suit and

(11) they were named.

(12) MS. KITSON: Earlier we had

(13) discussed that counsel for Mr. Bacal has

(14) received a copy of that settlement.

(15) MR. MONAGHAN: I've seen it in the

(16) papers. .

(17) REQ MS. KITSON: I would just ask that

(18) that be produced to me.

(19) MR. MONAGHAN: It's in Mr. Bacal's

(20) motion papers.

(21) Q: Miss Bryant, have you had any

(22) contact with Ford Kinder since the execution of

(23) the settlement in August 2001?

(24) A: He called me shortly after that to

(25) tell me his father died.

Page 89

Page 91

(1) *A. Bryant*
(2) Q: Any other contact?
(3) A: I don't think so.
(4) MR. MONAGHAN: That's interesting.
(5) How you were able to figure it was August
(6) '01 if you didn't have a copy of it?
(7) MS. KITSON: It's amazing.
(8) Q: Are you aware of any communications
(9) with Kinder regarding his serving as a witness
(10) in a trial of this matter?
(11) MR. MONAGHAN: With anybody? By
(12) us?
(13) MS. KITSON: If she is aware of any
(14) communications. I'm asking for her
(15) awareness, not the content of any
(16) communications, just whether or not you're
(17) aware of any communications with Kinder
(18) regarding his serving as a witness in the
(19) trial of this matter.
(20) A: No.
(21) Q: At some point during your career did
(22) you become familiar with an entity called Sunbow
(23) Productions, Inc.?
(24) A: Yes.
(25) Q: When was that?

Page 90

Page 92

(1) *A. Bryant*
(2) A: I believe it was 1978 when I wrote
(3) the theme for The Great Space Coaster.
(4) Q: Did you work for Sunbow Productions?
(5) A: Well, they were a client, you know.
(6) Q: And Sunbow Productions was a client
(7) for Michlin Company?
(8) A: Initially, yes.
(9) Q: Initially?
(10) A: Yeah.
(11) Q: When you became associated with
(12) Kinder & Bryant Ltd., was Sunbow Productions,
(13) Inc. — did Sunbow Productions, Inc. continue to
(14) be a client of yours?
(15) A: Yes, The Jem Show and other shows,
(16) yes.
(17) Q: Who did you work with at Sunbow
(18) Productions?
(19) A: Well, Joe Bacal over — was the
(20) over — creative director of Sunbow and Griffin
(21) Bacal, and they were kind of related, you know,
(22) together, those two companies. And Joe Bacal
(23) knew a certain rotating business staff that we
(24) sent contracts to. Carole Weitzman was in
(25) charge of — executive producer on the shows and

(1) *A. Bryant*
(2) mostly Joe and Carole. Joe's secretary would
(3) get information.
(4) MR. MONAGHAN: I lost track of the
(5) question, I'm sorry.
(6) THE WITNESS: Who did we work with.
(7) MS. KITSON: At Sunbow.
(8) Q: Well, you've answered my next
(9) question whether you know Carole Weitzman. Did
(10) you work with Carole Weitzman?
(11) MR. MONAGHAN: Work with?
(12) A: Well, Carole wasn't a writer.
(13) Q: Okay. What was the nature of your
(14) contact with Carole Weitzman?
(15) A: I would see her at the Christmas
(16) party, and every now and then see her in a
(17) meeting or something, you know.
(18) Q: Did you ever have any business
(19) related discussions with Carole Weitzman?
(20) A: I don't remember if I did during
(21) Kinder & Bryant, but a few years ago I did.
(22) Q: Does the conversation that you just
(23) referenced, did that have something to do with
(24) Sunbow Productions?
(25) A: Yes.

(1) *A. Bryant*
(2) Q: And what did you speak about in the
(3) conversation that you've referenced?
(4) A: I had set up a new recording studio
(5) and I had set it up in Rockland County, and it
(6) was ideal for me doing music for scoring, for
(7) background scoring for television. So I called
(8) her to see if there's — if I could get some
(9) work from Sunbow.
(10) Q: And approximately when did this
(11) conversation happen?
(12) A: It happened sometime I think the
(13) fall of 1997. It happened before this BMI
(14) problem came up.
(15) MR. MONAGHAN: You want to think
(16) about breaking or you want to go a little
(17) bit? You have a line you want to finish?
(18) MS. KITSON: I have a very short
(19) line.
(20) MR. MONAGHAN: Sure.
(21) Q: Okay. When was the last time that
(22) you worked with Sunbow Productions?
(23) A: I stopped working with or for Sunbow
(24) or Griffin Bacal, they stopped hiring me the
(25) minute I separated from Ford Kinder. I don't

Page 93

(1) **A. Bryant**
 (2) know why.
 (3) **Q:** Was that as of November 8th, 1989?
 (4) **A:** They called me one time, that's
 (5) right, they called me one time.
 (6) **Q:** Post-November 8th, 1989?
 (7) **A:** Yeah.
 (8) **Q:** Okay. And did you speak with
 (9) somebody from Sunbow at that point?
 (10) **A:** Joe called me and told me that he
 (11) wanted me to work for him, as much or as little
 (12) I wanted and that I was his best composer and he
 (13) wanted me to work with him. And then I split up
 (14) with Ford Kinder, the settlement agreement was
 (15) signed and they I didn't hear from Joe. And
 (16) then I called him and I was encouraged to bring
 (17) a studio into the city and I did. I remember
 (18) that. It was my birthday, September 3rd, 1991.
 (19) **Q:** I'm sorry, is —
 (20) **A:** The time that I was moved in and
 (21) they gave me a series of jobs, they loved them
 (22) and then they never called me again.
 (23) **Q:** So you did a series of jobs —
 (24) **A:** Well, you can do a series of jobs in
 (25) two days.

Page 94

(1) **A. Bryant**
 (2) **Q:** Okay —
 (3) **A:** You just don't sleep.
 (4) **Q:** And that was in approximately
 (5) September of 1991?
 (6) **A:** Yeah.
 (7) **Q:** Do you recall what those jobs
 (8) related to?
 (9) **A:** Puppy Surprise. It was a jingle, a
 (10) superman kind of thing. I don't remember what
 (11) the toy was. These are toy jingles. And
 (12) Playskool. I remember Playskool, a series for
 (13) Playskool.
 (14) **Q:** Other than your contact with Joe
 (15) Bacal in approximately September of '91 and your
 (16) contact with Carole Weitzman in approximately
 (17) the fall of 1997, have you had any contact with
 (18) anybody associated with Sunbow Productions since
 (19) November 8th, 1989?
 (20) **A:** Yes. Depends upon what you mean by
 (21) associated, though. I know people who work for
 (22) them, composers who do work for their companies,
 (23) engineers who do work for their company.
 (24) **MR. MONAGHAN:** Are these business
 (25) contacts?

Page 95

(1) **A. Bryant**
 (2) **THE WITNESS:** Yes.
 (3) **A:** And who said to me — said things
 (4) about the company to me.
 (5) **Q:** And the people that you're referring
 (6) to, are these employees of Sunbow Productions?
 (7) **A:** Well, you know, recording engineers
 (8) are independent contractors.
 (9) **Q:** So they would work with Sunbow
 (10) Productions?
 (11) **A:** They'd work on their job. They'd
 (12) work for a music house that would be working for
 (13) Sunbow, music house that would be working for
 (14) Griffin Bacal, because I was kind of an
 (15) ex-person there, people in the industry knew me
 (16) and they would say I'm working for Kinder &
 (17) Company.
 (18) **Q:** And did you have involvement in the
 (19) business that they were working on for Sunbow
 (20) Productions?
 (21) **A:** You mean the engineers?
 (22) **Q:** Yes, the people —
 (23) **A:** No, I hired an engineer who I hired
 (24) from Kinder & Bryant as my engineer now. He
 (25) wants work from me over there, and I continue to

Page 96

(1) **A. Bryant**
 (2) use him because he's very good, Christopher
 (3) Howard.
 (4) **Q:** Okay. And so the contact that
 (5) you're referring to is outside of the business
 (6) contacts, so you're not working with the people
 (7) who are working for Sunbow?
 (8) **MR. MONAGHAN:** These casual contacts
 (9) with business, people you knew in the
 (10) business?
 (11) **MS. KITSON:** That's what I'm trying
 (12) to get to.
 (13) **MR. MONAGHAN:** The contact isn't
 (14) business related itself.
 (15) **THE WITNESS:** I hire an engineer who
 (16) also worked for Kinder & Company and a
 (17) remark would happen that —
 (18) **MR. MONAGHAN:** She's looking for —
 (19) **MS. KITSON:** These are casual
 (20) remarks.
 (21) **MR. MONAGHAN:** She's looking for
 (22) business issues, you know.
 (23) **THE WITNESS:** Well, you know.
 (24) **MR. MONAGHAN:** Sunbow business.
 (25) **THE WITNESS:** Sunbow business,

Page 97

(1) *A. Bryant*
(2) Howard would say that Griffin Bacal and
(3) Sunbow don't pay creative fees anymore,
(4) they just let the writers have all the
(5) royalties. We used to get small creative
(6) fees, but we got creative fees. Chris has
(7) told me that, and I've heard that from
(8) other people in the business, singers,
(9) they don't pay double, they just pay
(10) single scale. A lot of things. I'm in
(11) the music business. Everyone talks.
(12) Q: So you've heard through the
(13) grapevine about Sunbow?
(14) A: Yeah, reliable grapevine.
(15) Q: I just have one more short series of
(16) questions within this section and then it would
(17) be a good place to break.
(18) MR. MONAGHAN: Sure.
(19) Q: Miss Bacal, what is Wildstar?
(20) A: That's the ASCAP publishing arm as I
(21) understand it of Sunbow, Starwild being the BMI
(22) publishing.
(23) MR. MONAGHAN: If you want to change
(24) that to Miss Bryant. I think you said
(25) Miss Bacal.

Page 98

(1) *A. Bryant*
(2) Q: I'm sorry, Miss Bryant.
(3) A: I thought it was cute.
(4) Q: Starwild is the BMI publishing arm
(5) of Sunbow?
(6) A: Yes.
(7) MR. MONAGHAN: The last time I think
(8) you said BMI.
(9) THE WITNESS: I think it functions
(10) for both. I've seen it on some jingle
(11) listings as the publisher.
(12) Q: What does the publisher do regarding
(13) commercial jingles and other music that's
(14) registered with performing arts organizations?
(15) A: Publisher causes the music to be
(16) performed somehow. A publisher also accounts to
(17) the writers and makes sure that their royalties
(18) are collected and counted up properly and
(19) distributed. The publisher has kind of a sales
(20) functions and promotion function and also a,
(21) what do you call it when somebody calls it an
(22) administrative — an administrative function.
(23) MR. MONAGHAN: But I think the
(24) question was as far as registering.
(25) THE WITNESS: Did you say about

Page 99

(1) *A. Bryant*
(2) registering?
(3) Q: In regard to music that is
(4) registered with performing rights organizations,
(5) I was asking what the function of the publisher
(6) was.
(7) MR. MONAGHAN: It's already
(8) registered?
(9) MS. KITSON: Yeah.
(10) MR. MONAGHAN: Okay, I thought you
(11) were asking what function do they perform
(12) in registering.
(13) MS. KITSON: No, just sort of an as
(14) general matter.
(15) MR. MONAGHAN: I'm sorry.
(16) THE WITNESS: They also can give
(17) licenses to other people, other parties to
(18) use the music because they have the right
(19) to copy.
(20) Q: Okay. How do they collect royalty
(21) payments from performing rights organizations,
(22) do you know?
(23) MR. MONAGHAN: The publisher?
(24) MS. KITSON: The publisher.
(25) A: They get a check mailed to them.

Page 100

(1) *A. Bryant*
(2) Q: And is it then the publisher's
(3) responsibility to pay the writers of the
(4) compositions the royalties that are owing to
(5) them?
(6) A: It depends on who administers the
(7) work. The publisher may get their own check and
(8) the writer — they may have hired an
(9) administrator which Griffin called Sunbow,
(10) Wildstar did, they had administrative, they may
(11) have had more than one, I don't know, who put in
(12) the paperwork for them to file for these
(13) royalties and they may have already been
(14) distributed directly to the writer and the
(15) publisher at that point dividing at the source.
(16) Q: Okay.
(17) A: Or some of them came through an
(18) administrator to us for a while. And they
(19) farmed it out to employees.
(20) Q: To employees to —
(21) A: What do you call those people;
(22) administrators —
(23) Q: Oh, okay. I got it —
(24) A: — that they hired.
(25) Q: To your knowledge have either

Page 101

(1) *A. Bryant*
 (2) Wildstar or Starwild been listed as publishers
 (3) of the compositions you listed that are at issue
 (4) in this suit?
 (5) A: Yes.
 (6) Q: And I'll just quickly go through
 (7) them and then we can break for lunch. To your
 (8) knowledge are either Starwild or Wildstar the
 (9) publisher of the Transformers?
 (10) A: Yes.
 (11) Q: Do you know which one?
 (12) A: Which Transform —
 (13) Q: No, is Starwild the publisher or is
 (14) Wildstar the publisher of Transformers?
 (15) A: Well, I'm a BMI writer and Starwild
 (16) is a BMI publisher. An ASCAP publisher cannot
 (17) publish a BMI writer. So my publisher for the
 (18) Transformer is Starwild.
 (19) Q: In regard to G.I. Joe, is
 (20) Starwild — are Starwild or Wildstar the
 (21) publishers of that composition?
 (22) A: Starwild is the publisher. It's in
 (23) my catalog.
 (24) Q: Okay. Oh, okay. In regard to the
 (25) Jem Theme is Starwild the publisher?

Page 102

(1) *A. Bryant*
 (2) A: Yes.
 (3) Q: In regard to My Little —
 (4) A: Wait. Yes, the Jem theme, yes. I'm
 (5) sorry.
 (6) Q: Jem Theme a/k/a Truly Outrageous?
 (7) A: Right.
 (8) Q: Okay. Starwild is the publisher of
 (9) that composition?
 (10) A: Um-hum.
 (11) Q: For My Little Pony and Friends, is
 (12) Starwild the publisher of that composition?
 (13) A: In regards to my portion of it, yes,
 (14) they are.
 (15) Q: Is there another portion which —
 (16) A: I might have had a lyricist on it.
 (17) I don't remember. If I did, it would have been
 (18) Barry. And if was Barry, it would have been
 (19) ASCAP, so that would have been Wildstar. I
 (20) think it was split with Barry. I think so.
 (21) Q: So it's possible that on the My
 (22) Little Pony and Friends composition Wildstar is
 (23) also listed as publisher?
 (24) A: Could be.
 (25) Q: Okay.

Page 103

(1) *A. Bryant*
 (2) MR. MONAGHAN: Only as to Barry.
 (3) Q: As to Barry?
 (4) A: Yeah, yeah. I think it might have
 (5) been.
 (6) MR. MONAGHAN: Each song has 200
 (7) percent, 100 publishers —
 (8) MS. KITSON: Right.
 (9) A: On the Jem songs it's Barry and me,
 (10) yeah.
 (11) Q: So does that include the Jem
 (12) theme —
 (13) A: No.
 (14) Q: — Truly Outrageous? Okay.
 (15) In regard to the My Little Pony
 (16) composition, is Starwild the publisher of that
 (17) composition?
 (18) A: It's in my catalog, I think so.
 (19) Q: In regard to the Visionaries Theme
 (20) is Starwild the publisher?
 (21) A: Yes.
 (22) Q: In regard to Inhumanoids is Starwild
 (23) the publisher?
 (24) A: Yes. You really assume these things
 (25) went on to Sony, but I don't know how that

Page 104

(1) *A. Bryant*
 (2) works.
 (3) Q: And in regard to Robotics, is
 (4) Starwild the publisher?
 (5) A: Yes, I guess it would be.
 (6) Q: And when you say that some of these
 (7) things went on to Sony, do you know that it is
 (8) possible that the publisher has changed?
 (9) A: My understanding is that they sold
 (10) the cat — I don't know this for sure, but
 (11) that's all I've been hearing is that they sold
 (12) the catalog to Sony or some numbers, some pieces
 (13) out of the catalog, compositions to Sony. And I
 (14) saw a registration to Sony on something that
 (15) crossed me. We have that somewhere.
 (16) Q: So by selling the catalog, the
 (17) publisher might change?
 (18) A: I don't know if they sold the whole
 (19) catalog.
 (20) Q: When a composition is sold to —
 (21) sold out of a catalog as you're describing, does
 (22) the publisher change?
 (23) A: I think they must.
 (24) MR. MONAGHAN: The records of the
 (25) performing rights society, the BMI?

Page 105

[1] *A. Bryant*
[2] A: The writers aren't changing.
[3] Q: No, I'm referring specifically to
[4] the publishers.
[5] A: Yeah.
[6] MS. KITSON: I think this is a good
[7] places to break.
[8] (Luncheon recess taken at 12:44
[9] p.m.)
[10]
[11]
[12]
[13]
[14]
[15]
[16]
[17]
[18]
[19]
[20]
[21]
[22]
[23]
[24]
[25]

Page 106

[1] *A. Bryant*
[2] AFTERNOON SESSION
[3] 1:46 p.m.
[4] ANNE BRYANT, having been previously duly sworn
[5] by a Notary Public, was examined and testified
[6] further as follows:
[7] EXAMINATION Continued
[8] MS. KITSON:
[9] Q: Miss Bryant, who is Joe Bacal?
[10] A: Who is Joe Bacal?
[11] Q: Yes.
[12] A: He's a wonder. He's an advertising
[13] copywriter. He created with Tom Griffin,
[14] founded Griffin Bacal, developed a Hasbro Toy
[15] account, I think, into the biggest toy company
[16] in the world. He's super human, doesn't sleep;
[17] works, works, works very hard. And he's an
[18] amazing, creative talent, advertising, in
[19] advertising and then expanded into television
[20] production and developed Sunbow with Tom
[21] Griffin. I think they had another partner, I
[22] don't remember who that was.
[23] Q: Have you worked with Joe Bacal?
[24] A: I worked for — he was my client.
[25] Q: Okay.

Page 107

[1] *A. Bryant*
[2] A: — Joe Bacal. First met him in 1976
[3] when I was arranger for a song writer that he
[4] was using at the time, Ginny Readington
[5] (phonetic). I remember that. Then at Michlin
[6] Company he came to us, I worked for him, music,
[7] did arrangements too. And then Kinder Bryant as
[8] well.
[9] Q: When did you first start working for
[10] Joe Bacal?
[11] A: As my client?
[12] Q: As your client.
[13] A: He was Ginny Readington's client,
[14] and then he was Spencer Michlin's client. I was
[15] an employee there. I was music director. Then
[16] I would say it would be at Kinder & Bryant we
[17] started working for Joe.
[18] Q: Do you know approximately which
[19] year?
[20] A: Yeah, the fall of '83, a few months
[21] after we started together.
[22] Q: And while you were working at
[23] Michlin & Company, approximately what time
[24] period did you work for Joe Bacal?
[25] A: I think it was 1979, 1980, toward

Page 108

[1] *A. Bryant*
[2] the second half of my working at Michlin he came
[3] to us.
[4] Q: Did you start working for Joe Bacal
[5] before or after you started working with Ford
[6] Kinder.
[7] A: Well, I met Joe Bacal and worked for
[8] him as an arranger in 1976, before I worked for
[9] Kinder.
[10] Q: And in what capacity did you work
[11] for Joe Bacal?
[12] A: Initially as an arranger and then as
[13] a composer and arranger.
[14] Q: And for how long did you work for
[15] him?
[16] A: I was a freelancer in '76, that's
[17] not much — job to job situation. I did a
[18] fairly significant amount of work at Michlin
[19] Company for two years and then didn't work for
[20] him for a couple of years and then starting in
[21] the fall, late fall maybe of 1983 through the
[22] end of my association with Ford Kinder worked
[23] for him increasingly to the point where there
[24] was no time to work for anyone else.
[25] Q: So when you say you worked for him

Page 109

(1) A. Bryant

(2) through the end of your association with Ford
 (3) Kinder, are you saying that you worked with him
 (4) from 1983 to approximately 1989?

(5) A: Yeah. Yes.

(6) Q: Do you recall what projects you
 (7) worked on with Joe Bacal?

(8) A: Besides everything that we've
 (9) already named, commercials and TV shows and
 (10) movies that were generated from that, hundreds
 (11) of other products. My 2100 estimate for that
 (12) seven-year period comes out of about 300 pieces
 (13) of music a year. It was that much. So lots of
 (14) Hasbro Toys and — yeah, Hasbro toys, huge
 (15) account.

(16) Q: For every composition at issue in
 (17) this case, were those compositions composed
 (18) during your association with Joe Bacal?

(19) A: Yes.

(20) Q: Were they composed for your work
 (21) that you were doing for Joe Bacal?

(22) A: That was the work I was doing for
 (23) Joe Bacal, yeah.

(24) Q: Okay. And while you worked for Joe
 (25) Bacal, was this work work for hire?

Page 110

(1) A. Bryant

(2) A: Yes, it was always work for hire.

(3) Q: Did you work on advertising
 (4) campaigns for Joe Bacal?

(5) A: I wrote music for advertising.

(6) Q: And did you work on animated series
 (7) for Joe Bacal, animated TV series?

(8) A: Yes, I wrote themes for animated TV
 (9) series and I also wrote for The Jem Show which
 (10) was a musical television show. I think there
 (11) were about 180 songs in that general area. I
 (12) did all the music production, the arrangements
 (13) and production.

(14) Q: For an animated series, when you
 (15) worked with Joe Bacal, would you create one set
 (16) of themes, musical cues, that would be used
 (17) in — throughout the entire series or were you
 (18) called upon to continue to create new music for
 (19) the series?

(20) A: Well, in the case of The Jem Show
 (21) there were three new songs every episode. The
 (22) theme is a very valuable item because you use it
 (23) to underscore, constantly underscore the show,
 (24) you know. It gives an identity, cohesiveness to
 (25) the show. So you don't replace a theme easily.

Page 111

A. Bryant

(1) Q: And would you do this —

(2) A: It's an equity.

(3) Q: I'm sorry?

(4) A: It's an equity.

(5) Q: Would you do this continual

(6) rescoring on an ongoing basis or would you
 (7) create several different versions of the themes
 (8) at one time which would then be used
 (9) periodically in the series?

(10) A: You mean like a library?

(11) Q: Something like that.

(12) A: No, I wrote the theme.

(13) Q: Were you responsible for continuing
 (14) to do variations on the theme for the
 (15) underscoring?

(16) A: No, no. No.

(17) Q: You didn't compose those?

(18) A: Well, it was my music, but I didn't
 (19) do the orchestrations.

(20) Q: Okay. And by orchestrations, what
 (21) do you mean?

(22) A: Well, I could play the Jem melody on
 (23) the trumpet. It's very simple. I could play it
 (24) on a tuba or clarinet or I could have a guitar

Page 112

A. Bryant

(1) playing. That's an arranger, orchestrator's
 (2) choice composing it. I could have an oboe play
 (3) it because somebody's uncle died. That's
 (4) dramatic shows, but it's the same melody, so
 (5) that's an orchestration task. I've orchestrated
 (6) movies, that's kind of a color choice or
 (7) dramatic choice but the melody is the melody.

(8) Q: And would background scoring in the
 (9) series that you worked on consistently use the
 (10) same melody or would the same melody be
 (11) rearranged in different ways?

(12) A: It's the same melody even if it's
 (13) rearranged, yeah, right.

(14) Q: Okay.

(15) A: The arrangement you can make it go
 (16) faster or slower, that's an arranger's choice
 (17) but it's the same melody. Right, so...

(18) Q: Would the animated series use
 (19) variations on the melody as your theme as
 (20) underscoring to the series?

(21) A: I think in some they did. They used
 (22) legitimate techniques of reharmonization,
 (23) diminution, makes it tinier, elongation
 (24) stretches it out, retrograde places it

Page 113

[1] *A. Bryant*
[2] backwards, retrograde canon placed it forward.
[3] Every classical composer uses it. Most people
[4] who do this work are classically trained, that's
[5] how you develop a theme and do it over and over
[6] again.
[7] Q: And would you be responsible for
[8] composing these variations on your original
[9] theme song?
[10] A: No, that's the job of the underscore
[11] writers to take the theme and use it in as many
[12] ways as possible.
[13] Q: Then you were not an underscore
[14] writer on any of the —
[15] A: Not on these shows. I did many
[16] different versions of all of these, not the
[17] songs from The Jem Show, but the themes I did
[18] many versions because of a TV commercials too.
[19] There were different lengths and stylistically
[20] we would change them, you know, but it was the
[21] same melody.
[22] Q: How was the music that you created
[23] for Bacal's projects registered with performing
[24] rights organizations?
[25] A: They were registered in my name.

Page 114

[1] *A. Bryant*
[2] You mean how did it get effected?
[3] Q: Let me break it down. Who would be
[4] responsible for completing the registration?
[5] A: That's the publisher's
[6] responsibility. Whether they did it directly or
[7] they used an administrator for their company, I
[8] don't know. I don't which. They always did one
[9] or the other or both.
[10] Q: Did you have any responsibility in
[11] terms of registering your compositions with BMI?
[12] A: No.
[13] Q: Did Ford Kinder have any
[14] responsibility for registering compositions with
[15] BMI?
[16] A: Not to my knowledge. You're not
[17] supposed to.
[18] Q: Did Joe Bacal have any
[19] responsibility for registering compositions with
[20] BMI?
[21] A: Whoever he assigned it to, whether
[22] he did it himself or his employees.
[23] Q: Are you aware of what means were
[24] used to register the compositions at issue in
[25] this case with performing rights organizations?

Page 115

[1] *A. Bryant*
[2] A: We have a few of them that we called
[3] for from BMI, a subpoena, that is. Clearance
[4] forms, BMI clearance forms is one way. We saw
[5] some Sony clearance forms, electronic
[6] registrations and then, of course, we have gobs
[7] of cue sheets which were used to register this
[8] music in question that were very specific. And
[9] at the top it says "executive producer contact
[10] Carole Weitzman, Sunbow." So I guess Sunbow
[11] submitted that.
[12] Q: And you said that you have these
[13] documents, these clearance forms and cue sheets
[14] that you just referred to?
[15] A: Yes, we've subpoenaed, yeah, some
[16] clearance forms on specific titles, Transformers
[17] and —
[18] MR. MONAGHAN: We have something.
[19] MS. KITSON: Have they been
[20] produced?
[21] MR. MONAGHAN: I think so..
[22] REQ MS. KITSON: Okay, let me just put
[23] on the record that to the extent that they
[24] have not yet been produced, we would like
[25] them, the clearance forms and cue sheets.

Page 116

[1] *A. Bryant*
[2] MR. MONAGHAN: You don't have any?
[3] MS. KITSON: I have certain forms
[4] that are attached —
[5] MR. MONAGHAN: To motion papers.
[6] MS. KITSON: — to the motion
[7] papers, but if they consist of more than
[8] that, then we have nothing else besides
[9] those.
[10] MR. MONAGHAN: Okay.
[11] Q: Would the person who was responsible
[12] for registering compositions with BMI change
[13] with regard to whether the music was registered
[14] by a clearance form or a cue sheet?
[15] MR. MONAGHAN: Give me that question
[16] again, please.
[17] Q: Was the person who was responsible
[18] for registering the compositions at issue in
[19] this case with BMI, would that person change
[20] with regard to whether the music was registered
[21] by a clearance form or a cue sheet?
[22] MR. MONAGHAN: I'm not sure — the
[23] responsibility for doing it?
[24] MS. KITSON: Yes, the different
[25] people.

Page 117

(1) *A. Bryant*
(2) MR. MONAGHAN: Okay.
(3) Q: Were there different people who
(4) registered clearance forms versus cue sheets?
(5) A: I really don't know. I just know
(6) the writer didn't.
(7) Q: Okay. Did you have the opportunity
(8) to review any kind of forms used for the
(9) registration of your works that would be
(10) submitted in regard to the compositions at issue
(11) in this case?
(12) MR. MONAGHAN: Before filing?
(13) Q: Before filing.
(14) A: No.
(15) Q: You did not have the opportunity?
(16) A: No.
(17) Q: Did anyone have the opportunity to
(18) review them that you know of?
(19) MR. MONAGHAN: On her behalf?
(20) Q: Okay, let me ask more specific. Did
(21) Ford Kinder — to the best of your knowledge did
(22) Ford Kinder review any kind of forms used for
(23) the registration of musical works in connection
(24) with the compositions at issue in this case?
(25) A: Well, I would have said no until we

Page 118

(1) *A. Bryant*
(2) got the subpoena and I found one that he
(3) actually submitted himself which surprised me.
(4) I was surprised to see that. But I didn't know
(5) that Ford had any, you know, opportunity to
(6) review anything. We wrote the music we wrote,
(7) and when it went on the air they registered it.
(8) I don't know exactly who at Sunbow but they
(9) registered it.
(10) Q: Were you ever given copies of forms
(11) that were used to register —
(12) A: Clearance forms. No.
(13) Q: — the compositions at issue in this
(14) case?
(15) A: Not until we subpoenaed this.
(16) Q: Did you keep copies of your original
(17) compositions, referring specifically to the ones
(18) at issue in this case, either in recorded or in
(19) notation form from when you first composed them?
(20) A: I have a lot of them, yes.
(21) Q: Do you mean that you have a lot of
(22) copies or that you have copies of a lot of the
(23) compositions at issue in this case?
(24) A: I have a copies of a lot of them. I
(25) know I have copies of Transformer's work. I

Page 119

(1) *A. Bryant*
(2) know I have The Jem Show Theme, a lot of the
(3) songs. I have many arrangements I did but I
(4) donated a lot of them.
(5) Q: Let me just go through. You said
(6) you have the Transformer — you have copies of
(7) Transformers?
(8) A: I believe so. I know I have
(9) recorded copies.
(10) Q: Okay, either in recording or
(11) notation form.
(12) Do you have copies of the G.I. Joe
(13) theme?
(14) A: Yes.
(15) Q: And you mentioned that you have a
(16) copy of the Jem theme or you have copies of the
(17) Jem themes?
(18) A: Yes.
(19) Q: Do you have a copy of My Little Pony
(20) and Friends?
(21) A: Yes, not a good copy but I have it.
(22) Q: What about My Little Pony?
(23) A: Well, interestingly enough that's
(24) contained within My Little Pony and Friends, so
(25) I guess I do.

Page 120

(1) *A. Bryant*
(2) Q: Do you have a copy of Visionaries?
(3) A: I have a recorded copy.
(4) Q: Do you have a copy of Inhumanoids?
(5) A: Yes.
(6) Q: Do you have a copy of Robotics?
(7) A: Somewhere, yes, in the tape archives
(8) I do.
(9) Q: Do any of the compositions at issue
(10) in this case have alternate titles?
(11) A: Yes.
(12) Q: Which ones?
(13) A: Transformers is registered as a
(14) jingle, but the title Robots in Disguise.
(15) Q: Do any others besides Transformers?
(16) A: Jem, Jem's jingle name is Truly
(17) Outrageous and G.I. Joe's jingle name is really
(18) American Hero.
(19) Let me see, does anybody else have
(20) it? I think that's it. Other things that we're
(21) not questioning here have —
(22) Q: I'm referring specifically to the
(23) compositions that you identified as being at
(24) issue in this case.
(25) A: Right.

Page 121

Page 123

[1] **A. Bryant**
[2] Q: Do any of the compositions at issue
[3] in this case have alternate version or
[4] arrangements that to your knowledge are
[5] separately registered with BMI —
[6] A: I'm not sure how to answer this.
[7] It's come to my attention that, yes, there are
[8] alternate registrations and names and listings,
[9] lots of them have happened and that's part of
[10] the reason for this case, that happened without
[11] my knowledge, didn't come up on the information
[12] until just a few years ago when we started all
[13] this.
[14] Q: Which ones are those?
[15] A: Transformers, G.I. Joe.
[16] Q: Would it help you if I went through
[17] the list?
[18] A: Jem had some alternates too. You
[19] see the Jem theme, you wrote it, then you list
[20] it, then subsequently it's the Jem opening, Jem
[21] OP theme, JCL theme, Jem theme main, Jem main
[22] theme. They're all different words but it's all
[23] the same piece of music. That's the kind of
[24] thing that went on all over the place. There's
[25] lots of them on those three titles.

Page 122

Page 124

[1] **A. Bryant**
[2] Q: And in the examples that you just
[3] gave, all of those are separately registered, to
[4] the best of your knowledge?
[5] A: Yes.
[6] Q: To the best of your knowledge have
[7] all of the compositions at issue in this case
[8] been used in Sunbow Productions?
[9] A: I'm not sure what happened to
[10] Visionaries and Robotics at this point as far as
[11] Sunbow goes. It seems to me that they were
[12] maybe commercials, but I'm not sure.
[13] MR. MONAGHAN: What about the
[14] other — does that mean the others were?
[15] THE WITNESS: Yes, the others were,
[16] yes.
[17] Q: And what types of Sunbow Productions
[18] were they used in?
[19] A: Cartoon shows and movies, animated
[20] features.
[21] Q: To the best of your knowledge were
[22] they used in videos?
[23] A: Yes, videos. It became videos,
[24] DVDs. People have told me but I haven't heard
[25] it that they're in video games too, but I

[1] **A. Bryant**
[2] haven't heard it for myself, so...
[3] Q: Were they used in audio tapes?
[4] A: CDs, yeah. Thank you.
[5] Q: And what is the basis for your
[6] knowledge of these uses?
[7] A: You mean the mechanical items?
[8] Q: Yes.
[9] A: I got an e-mail from Amazon.com, I
[10] wanted a copy of the Transformers movie. You
[11] can imagine my archives are kind of hard for me
[12] to stay on top of. Someone said you can
[13] probably buy that through Amazon.com or the
[14] movie because it was a VHS. So I typed in
[15] Amazon.com and I bought a copy. And generally
[16] Amazon.com started marketing me and sending me
[17] e-mails saying you'll be happy to know that the
[18] first 10 episodes are on VHS. And then another
[19] one would say Transformers is now on DVD. And
[20] then another one that would say that people who
[21] bought The Transformers also loved the G.I. Joe
[22] movie and the G.I. Joe episode.
[23] So they were just telling me all
[24] these items that were for sale over the last
[25] three, four years, I guess it's been. And then

[1] **A. Bryant**
[2] Jem is, you know, out. And Inhumanoids is out.
[3] So, I was contacted. I made one little inquiry
[4] and this whole trove of marketing information
[5] came my way.
[6] Q: And is that true for all of the
[7] compositions at issue in this case with the
[8] exception of the two you're unsure of,
[9] Visionaries and Robotics?
[10] A: Yes. I found them all to be
[11] available, yes, and I was notified that they
[12] were available.
[13] Q: By what means do you believe that
[14] the compositions at issue in this case were
[15] reregistered?
[16] MR. MONAGHAN: What vehicle was used
[17] to do that?
[18] MS. KITSON: How was that
[19] accomplished, yes.
[20] A: It appears that they were done
[21] through either electronic registrations or cue
[22] sheets.
[23] Q: And who do you believe is
[24] responsible for reregistering the compositions?
[25] A: I really don't know. When I look at

Page 125

A. Bryant

(1) the cue sheets the only contact name on the top
 (2) is Carole Weitzman. She worked for Joe's
 (3) company Sunbow.

(4) Q: What do you believe was Sunbow's
 (5) role in the alleged reregistration of the
 (6) compositions at issue in this case?

(7) MR. MONAGHAN: She just said that,
 (8) Carole for Sunbow.

(9) Q: You said that Carole's name was on
 (10) the —

(11) A: That's the role where she submitted
 (12) it. I mean, it's been submitted to a
 (13) department. Whatever, she was a vice president
 (14) I think at Sunbow or president even. So, you
 (15) know, she have must have had people who do that
 (16) for her even though it's her responsibility or
 (17) not.

(18) Q: And is that the case for each of the
 (19) compositions at issue in this case?

(20) A: Or —

(21) MS. KITSON: Withdrawn, withdrawn.

(22) Q: Do you believe that the process of
 (23) reregistration that you just described was the
 (24) same for each of the compositions that you claim

Page 126

A. Bryant

(1) was reregistered in this case?

(2) A: Not the Transformer Rock & Roll
 (3) theme. The Transformers' Rock & Roll theme
 (4) which they used for the movie had a clearance
 (5) form that was filled out by Holy Moley Music.
 (6) That's the name on it, and on behalf of several
 (7) people who claimed to be the writers of it,
 (8) including me, they gave me a little piece of
 (9) it.

(10) Q: Other than Transformers Rock & Roll
 (11) Theme, do you believe that the reregistration
 (12) was accomplished in the way that you described
 (13) earlier, electronically or by cue sheets
 (14) submitted by Sunbow with Carole Weitzman's name
 (15) on it?

(16) A: I saw that on G.I. Joe, I saw that.
 (17) I believe I saw that on Jem. I saw that on
 (18) Transformers. I don't remember what happened
 (19) with My Little Pony and Friends, but I think
 (20) that was the — from looking at Starwild catalog
 (21) paper when we looked it over, it seemed that
 (22) they used the cue sheet as their primary method
 (23) of registering music that already existed. It
 (24) was born in another place and then they upgraded

Page 127

A. Bryant

(1) it, changed it.

(2) Q: Going through them each
 (3) individually, could you tell me when you believe
 (4) each of the compositions was reregistered? And
 (5) let's start with Transformers.

(6) MR. MONAGHAN: Well, that's a matter
 (7) of record with BMI when changes were
 (8) made. You're going to test her memory on
 (9) something that's a matter of records like
 (10) that?

(11) Q: Well, then I can ask do you have any
 (12) documents that show when each of these
 (13) compositions were reregistered with BMI?

(14) A: It's in catalogs. It's in
 (15) everybody's catalog, I think. Yes, we did, we
 (16) have the catalogs showing that there were
 (17) registrations.

(18) Q: Which catalogs are those?

(19) A: My catalog, showing — take The
 (20) Transformers — look at the Transformers which I
 (21) wrote in 1983 or '84, whatever it was. And then
 (22) you see also registered in 1993 it was some big
 (23) reregistration in 1993 where hundreds of pieces
 (24) were given new registrations, or dozens of

Page 128

A. Bryant

(1) pieces.

(2) MR. MONAGHAN: This copy has notes
 (3) on it.

(4) MS. KITSON: I have a copy of Miss
 (5) Bryant's catalog without notes.

(6) MR. MONAGHAN: Okay. I might here
 (7) as well.

(8) MR. MONAGHAN: Those aren't my
 (9) notes.

(10) THE WITNESS: Those are my notes.

(11) MS. KITSON: They're just notes.
 (12) They're not my notes either.

(13) A: If you were to look at this catalog,
 (14) you would see Transformers is registered on lots
 (15) of different dates. That's just Transformers.
 (16) It's a good choice. You'd see that on all of
 (17) these. And for some reason June of 1993 lots of
 (18) these were reregistered or given alternate —

(19) Q: Can we take one, for example, just
 (20) so that you can explain to me where on the
 (21) record, the individual record of a composition
 (22) you believe —

(23) A: Right here.

(24) Q: What page is that?

Page 129

Page 131

(1) *A. Bryant*

(2) A: This is page No. 69.

(3) Q: Okay. And which entry are you
(4) referring to?

(5) A: It's Transformers.

(6) MR. MONAGHAN: The third grouping,
(7) "Transformer Bryant cues."(8) Q: And on this individual form here for
(9) "Transform Bryant cues," which data entry do
(10) you indicate shows the date of change?(11) A: I don't show a date of change. What
(12) I'm saying is, this was already registered in
(13) 1983 or '84. It's being constantly
(14) reregistered, in '94, '97, again on the bottom
(15) in October of '94 and then the percentage
(16) fluctuates. Ford Kinder becomes a co-writer.
(17) It shows Sony as a publisher. It shows Wildstar
(18) as a publisher. The year dates fluctuate. Here
(19) is the original registration in 1985.

(20) Q: And that's at the bottom of page 70?

(21) A: Yes.

(22) Q: Okay. Can we just — let's just so
(23) that I understand what you're looking at on each
(24) of these individual records and what these
(25) entries mean to you.

Page 130

(1) *A. Bryant*(2) If we can look, for example, at the
(3) original Transformer Bryant cues on page 69,
(4) when you say that it was reregistered, are you
(5) looking at the field that is indicated by the
(6) word "entered"?

(7) A: Yes.

(8) Q: Okay. And the date that follows on
(9) this particular record in that field is
(10) 01/21/1997?

(11) A: Right.

(12) Q: Okay. And the BMI work number that
(13) just precedes that field, does that work number
(14) indicate — that work number indicates only this
(15) particular musical work; is that correct?(16) A: Well, they're given all different
(17) work numbers.(18) Q: To the best of your knowledge is
(19) each individual musical work that's registered
(20) with BMI given an individual BMI work number?

(21) A: That's my understanding.

(22) Q: So, for example, it's your
(23) understanding that No. 003894632 in BMI's record
(24) would always indicate the musical composition
(25) entitled Transformer Bryant cues?*A. Bryant*

(1) A: Right.

(2) Q: And then on this catalog listing,
(3) each separate title with their separate BMI work
(4) numbers represents a separate musical
(5) composition?

(6) A: Um-hum.

(7) Q: Okay?

(8) A: That's what it's supposed to do.
(9) It's the same piece of music, though. Go
(10) figure.(11) Q: Okay. In clarifying what you just
(12) said, are you saying that, for example, on this
(13) page 69 on the Broadcast Music, Incorporated
(14) participant catalog listing for Bryant, Anne,
(15) are you saying that title "Transformer Bryant
(16) cues", the title "Transformer Bryant cues" and
(17) the title "Transformer Theme B" are all the same
(18) piece of music?

(19) A: Yes.

(20) Q: Do you have an understanding of why
(21) they would be separately registered?(22) A: I have no understanding of why they
(23) have to separately register the same piece of
(24) music. I'm an arranger. I've made a living
(25)

Page 132

A. Bryant(1) that way. I don't get paid to do royalties for
(2) arrangements.

(3) Q: Okay.

(4) A: So I don't understand why a
(5) different arrangement would call for a different
(6) registration.(7) Q: And what is the basis for your
(8) knowledge that these are the same piece of work?

(9) A: I wrote it.

(10) Q: Okay. Let me go back to this
(11) document. What is this document that we've just
(12) been looking at? Can you identify this for me?(13) A: What do you call that, my composer's
(14) catalog. "Broadcast Music catalog listing
(15) Bryant, Anne BMI account No. 44388," that's my
(16) writer number.(17) Q: Does this represent every
(18) composition in your catalog with BMI through the
(19) date that it was printed which on the first page
(20) seems to be March 16th, of 2000?

(21) A: Every one that was performed, yeah.

(22) Q: Okay. Does this catalog encompass
(23) every catalog that you feel is at issue in this
(24) case? And when I say that, I mean including the
(25)

Page 133

(1) **A. Bryant**
(2) alternate titles and separately registered
(3) alternate arrangements that we discussed
(4) previously?
(5) **A:** I think there's something missing.
(6) I think G.I. Joe is missing from this catalog.
(7) I think that was one of the things that were
(8) missing.
(9) **No,** just a couple little cues in
(10) G.I. Joe. G.I. Joe is in here as a couple of
(11) cues and —
(12) **MR. MONAGHAN:** What page is that?
(13) **THE WITNESS:** That's on page 23.
(14) But, you know, what this doesn't
(15) represent, and I've given the alternate
(16) titles, there is no jingle work in here
(17) and that's a very — that's a substantial
(18) income. And it's also off in the first
(19) registration of these pieces of music.
(20) You know, Robots in Disguise is a — The
(21) Transformers and none of that is in here,
(22) they gave it a jingle name.
(23) **Q:** Are jingles registered with BMI?
(24) **A:** Yes, and we tried very hard to get a
(25) catalog for everybody, and they only sent me a

Page 134

(1) **A. Bryant**
(2) copy of my own catalog.
(3) **Q:** And is there a separate catalog that
(4) BMI keeps?
(5) **A:** A BMI jingle database that they told
(6) us, by account. This is feature songs and TV
(7) background scoring. There seems to also be a
(8) foreign database.
(9) **Q:** Okay.
(10) **A:** And I think there's even a foreign
(11) jingle database but we haven't been successful
(12) in getting those catalogs from them.
(13) **MR. MONAGHAN:** Just for
(14) identification, your understanding this
(15) catalog contains what?
(16) **THE WITNESS:** Feature, television
(17) and background registrations concerning
(18) the titles in question.
(19) **MR. MONAGHAN:** But no jingles?
(20) **A:** But no jingles. And I don't really
(21) know, there may be something even more going on
(22) with foreign, domestic and — I'm sorry,
(23) domestic and foreign jingles.
(24) **MR. MONAGHAN:** Off the record.
(25) (Discussion off the record.)

Page 135

(1) **A. Bryant**
(2) (Recess taken.)
(3) **Q:** Miss Bryant, what I wanted to do was
(4) to go through the participant catalog listing of
(5) your songs and I would like for you, if we can,
(6) to page through it and for you to identify all
(7) of the compositions that you feel are at issue
(8) so that we have a full listing.
(9) **A:** You mean —
(10) **Q:** Starting at page 1 —
(11) **MR. MONAGHAN:** Are you talking about
(12) which of these registrations is being
(13) complained of?
(14) **MS. KITSON:** Right. We've pointed
(15) to several and they all have different
(16) titles, and as long as this contains a
(17) comprehensive list with the exception of
(18) G.I. Joe.
(19) **MR. MONAGHAN:** But, again, it's only
(20) as of 2000, so we don't even know what it
(21) looks like now.
(22) **MS. KITSON:** Right. Okay.
(23) **A:** Then another thing I know what's
(24) there but I don't know what's not there. There
(25) are things that are like not there. This only

Page 136

(1) **A. Bryant**
(2) pertains to what is there in my window and that
(3) way.
(4) **MR. MONAGHAN:** And it's the not the
(5) commercial jingles.
(6) **THE WITNESS:** It's limited, not any
(7) foreign.
(8) **MR. MONAGHAN:** And we had to jump
(9) through hoops to get this.
(10) **MS. KITSON:** This is the catalog
(11) that you refer to in the complaint?
(12) **MR. MONAGHAN:** This is the catalog
(13) that we had to practically sue them to
(14) get.
(15) **MS. KITSON:** Okay.
(16) **THE WITNESS:** I'm missing page 2.
(17) **MS. KITSON:** You know, I'm missing
(18) page 2 as well.
(19) **THE WITNESS:** Abracadabra.
(20) **MR. MONAGHAN:** Likewise.
(21) **MS. VALENCIA:** Is it possible it's
(22) somewhere else?
(23) **MS. KITSON:** I don't have page 2
(24) either.
(25) **THE WITNESS:** And it's such an

Page 137

(1) *A. Bryant*
(2) important thing.
(3) MR. MONAGHAN: Is it?
(4) THE WITNESS: I don't know.
(5) (Discussion off the record.)
(6) MS. KITSON: We all are in a similar
(7) situation, all of us are missing page 2 on
(8) our copies. So, you know, reserving that
(9) there may be something on page 2 which,
(10) you know, may subsequently appear and be
(11) included, let's move through what we have.
(12) MR. MONAGHAN: Sure. But to be
(13) honest with you, I don't know if all the
(14) rest of the pages are there either. So
(15) that same reservation should apply to any
(16) other missing page.
(17) MS. KITSON: Yes.
(18) MR. MONAGHAN: Are you going to mark
(19) this, Roseann?
(20) MS. KITSON: I can. I don't have
(21) copies for everyone.
(22) MR. MONAGHAN: Well, I'll give you a
(23) copy you can use to mark.
(24) MS. KITSON: Okay, why don't we do
(25) that.

Page 138

(1) *A. Bryant*
(2) MR. MONAGHAN: I think it's
(3) complete, but I don't know.
(4) MS. KITSON: Then I'm going to ask
(5) the court reporter to mark this document
(6) as Bryant Exhibit 1.
(7) (Bryant Exhibit 1, catalog listing,
(8) was marked for identification.)
(9) Q: And for the record, Miss Bryant, can
(10) you identify what Bryant Exhibit 1 is?
(11) A: Catalog listing.
(12) MR. MONAGHAN: BMI catalog?
(13) A: BMI participant catalog listing,
(14) Anne Bryant, Bryant Anne, they have BMI account
(15) No. 44388. That's my writer number. And then
(16) it says "short CAT," meaning short catalog.
(17) Catalog count 342. The date is March 16th,
(18) 2000, the date of this run.
(19) Q: Now, if we can go through page by
(20) page, and if you would just identify for me all
(21) of the compositions that you've identified as at
(22) issue in this case.
(23) A: Okay, you want me to say like
(24) abracadabra no or —
(25) Q: Why don't you just identify the ones

Page 139

(1) *A. Bryant*
(2) that you believe are.
(3) A: So I would just thumb through until
(4) I hit one, right?
(5) Q: Yes, I think that would be fastest?
(6) A: Page 4.
(7) Q: What is its title?
(8) A: Autobots Go Into Battle.
(9) Q: And what is the BMI work number?
(10) A: 003245430.
(11) Can somebody else read this because
(12) I can't see, honestly. I just don't have very
(13) good vision anymore.
(14) Q: No problem, I'll read them into the
(15) record if you can identify what the compositions
(16) are. Okay?
(17) A: Then there is also Autobotics Go
(18) Into Battle and then it's a different BMI work
(19) number.
(20) Q: That's why I read the number
(21) initially.
(22) A: In both of these the registration
(23) date entered is October 26th, 1994.
(24) Q: Okay. The second Autobots Go Into
(25) Battle is BMI work No. 003245559?

Page 140

(1) *A. Bryant*
(2) A: Yes.
(3) Q: Okay. Any others on this page?
(4) A: Autobots Prepare For Battle.
(5) Q: And is that one BMI No. 003245458?
(6) A: That is, and it's also registered on
(7) 10/26/94.
(8) Q: Okay.
(9) A: If we go to page 6, Battle A.
(10) Q: And is that one BMI work
(11) No. 003245421?
(12) A: Yes.
(13) Q: Any others on this page?
(14) A: The following Battle A. There seems
(15) to be to Battle As which has a different work
(16) number. There's three Battle As.
(17) Q: The second one has BMI work
(18) No. 003245457?
(19) A: There's lots of Battle As, I'm
(20) afraid. These are all registered on 10/26/1994.
(21) Q: The third one is BMI work
(22) No. 003245840?
(23) A: Yes. Oh, the date changes on what
(24) is this, the fourth Battle A.
(25) Q: On page 7?

Page 141

(1) A. Bryant
(2) A: Yes.
(3) Q: BMI work No. 003257826?
(4) A: Yes, and registration date is
(5) 11/10/94.
(6) Q: Okay. Any others on this page?
(7) A: Battle A alternate ending.
(8) Q: BMI work No. 003245552?
(9) A: Yes.
(10) Q: Okay.
(11) A: Then you go to Battle B finally.
(12) We're back to 10/26/94.
(13) Q: And that one is BMI work
(14) No. 003245423?
(15) A: Um-hum.
(16) Q: Okay. Any others on this page?
(17) A: Battle D.
(18) Q: We skipped Battle C?
(19) A: I don't know, I missed it.
(20) Q: And that would be BMI 003245392?
(21) A: Yes. 10/26/94.
(22) Q: On the next page, page 8?
(23) A: Battle D.
(24) Q: Battle D, work No. 003245427?
(25) A: Yes. Yet another Battle D coming

Page 142

(1) A. Bryant
(2) up.
(3) Q: And that's BMI work No. 003245839?
(4) A: Yes. Then battle E.
(5) Q: BMI work No. 003245422?
(6) A: Yes, 10/26/94 is the entrance date,
(7) registering date.
(8) I want to show you something on page
(9) 9. Some things say register, like look at
(10) Believe, Don't Believe, on page 9. It says
(11) "register in the same position always." The
(12) other places had 4/24/97. And the next line it
(13) says on Believe In Yourself, it says "entered
(14) 4/25/96." So for some reason some of these say
(15) entered and some of them say registered, and I
(16) don't know what the difference is but I never
(17) did know what the difference was and why one
(18) would say register and also the ones that say
(19) register have a lot more information, song
(20) number, clearance number, you know, all of that
(21) in it. You might want to notice that. Okay.
(22) (Discussion off the record.)
(23) A: Page 13, Chase D.
(24) MR. MONAGHAN: It's misspelled.
(25) Q: It's BMI work No. 003245683?

Page 143

(1) A. Bryant
(2) A: Yes.
(3) MR. MONAGHAN: Yes, so stipulated.
(4) A: 10/26/94 is the entered date.
(5) Q: Okay.
(6) A: Chase B.
(7) Q: And is that BMI work No. 003239322?
(8) A: Entered date is 10/19/94. See,
(9) Chase C.
(10) Q: And that's BMI work No. 003245401?
(11) A: Yes, entered date 10/26.
(12) Q: 10/26/94?
(13) A: '94.
(14) Q: Any others on this page?
(15) A: Chase D.
(16) Q: Okay. Is that BMI work
(17) No. 003245409?
(18) A: Yes, it is. 10/26 is the enter
(19) date. And then there is a Chase D.
(20) Q: This is on page 14?
(21) A: Yes.
(22) Q: And it's BMI work No. 003245576?
(23) A: Yes, entered date 10/26/94. Then
(24) Chase D.
(25) Q: And is that BMI work No. 003257827?

Page 144

(1) A. Bryant
(2) A: Yes, and the enter he date is
(3) 11/10/94.
(4) Q: Okay. Are there any others on this
(5) page?
(6) A: I don't see any.
(7) Q: Okay, turn to the next.
(8) A: Page 16.
(9) Q: Okay.
(10) A: I'm just not sure.
(11) Q: Which one?
(12) A: Day 1B Continuing, I think that Day
(13) 1B is part of the Transformer series because I
(14) remember it, so I question it.
(15) Q: And that's BMI work No. 003245549?
(16) A: Yes, 10/26/94 entered.
(17) Best Action Transformer Theme on
(18) page 20.
(19) Q: Is that BMI No. 003245583?
(20) A: Yes, it is 10/26/94.
(21) All right, page 23 two references to
(22) the G.I. Joe music. I get 100 percent credit
(23) for it, so I'm not complaining, but in both
(24) cases these registrations were put in years
(25) later, 6/19/1993. There's two works there.

Page 145

(1) *A. Bryant*
(2) Q: And the two BMI work numbers that
(3) you're referring to are 002404286?
(4) A: Yes.
(5) Q: And 002411781?
(6) A: Um-hum.
(7) Q: Okay.
(8) MR. MONAGHAN: Do you want her to
(9) explain why she would comment on them
(10) anyway even though she's not questioning
(11) the registration?
(12) Q: If you would like to explain why
(13) you're commenting.
(14) A: I don't understand that massive
(15) reregistration owns six — was it 6/19/93 why it
(16) was necessary to give —
(17) MR. MONAGHAN: In other words,
(18) nothing happened?
(19) THE WITNESS: Nothing happened. I
(20) mean, it's the same piece of music. I
(21) didn't do anything on 6/19/93 but I look
(22) in my catalog, it looks like I wrote lots
(23) of pieces of music on that date that was
(24) submitted, and they actually are old
(25) pieces that were registered years before.

Page 146

(1) *A. Bryant*
(2) Q: Okay.
(3) A: It's like apportioning out, we'll
(4) give you this, we'll give you that, we'll give
(5) you that. I don't think it's right.
(6) The first one says Jem Bryant cue.
(7) Q: That's on page 38 and BMI work
(8) No. 002135836?
(9) A: Yes.
(10) Q: And that lists you as having 100
(11) percent of the writer's shares?
(12) A: That's correct. I only marked it
(13) because the next one, the instrumental is
(14) music. And in this one I split that 50/50 with
(15) Ford — I mean with Joe, I'm sorry, with Joe
(16) Bacal, same piece of music.
(17) Q: And that, the work you're referring
(18) to is BMI work No. 002135739?
(19) A: That's right.
(20) MR. MONAGHAN: Wait, the way you
(21) said that on the record it's going to come
(22) out I split that with. What is your
(23) criticism of it.
(24) THE WITNESS: Well, it shows me
(25) splitting this with Joe Bacal. It had

Page 147

(1) *A. Bryant*
(2) nothing to do with anything that I know
(3) about why he would be suddenly getting 50
(4) percent of the instrumental theme.
(5) Q: So —
(6) THE WITNESS: He didn't write the
(7) music.
(8) Q: For BMI work No. 002135739 you never
(9) made an agreement to split the writer's share
(10) with Joe Bacal?
(11) A: No.
(12) MR. MONAGHAN: Remember the
(13) question, the question is what's wrong
(14) with these as you're going along. You're
(15) not just reading it into the record,
(16) you're telling her, am I correct?
(17) MS. KITSON: I would like to know —
(18) to have them identified.
(19) Q: Are there any others on this page?
(20) A: Yes, the Jem Vocal Theme.
(21) Q: And is this BMI work No. 0702135810?
(22) A: Yes, and all of these three Jems are
(23) registered on 4/24/96. In this one it shows that
(24) Joe is a 50 percent writer and that was 100
(25) percent in my catalog, and now it shows him as a

Page 148

(1) *A. Bryant*
(2) 50 percent writer, Joe Bacal.
(3) Q: Okay.
(4) A: And the same on the next page, page
(5) 39.
(6) Q: Page 39?
(7) A: Yes.
(8) Q: And which work are you referring to
(9) by title?
(10) A: Jem Vocal Theme.
(11) Q: And is that BMI work 003985754?
(12) A: Yes, it is. And then a different
(13) date, 4/28/1997, and it's shown as registered
(14) date. There's also a song number with this one,
(15) GO 46204 and there's a clearance number,
(16) 7046204. I don't know but it seems to me this
(17) was done by a clearance form. This was written
(18) in 1986, so I don't understand why it has this
(19) clearance form.
(20) Q: Okay. Any others on this page?
(21) A: No.
(22) All of these pieces have in common
(23) that they were pieces that were originally
(24) listed in my catalog at 100 percent and were
(25) altered without notifying me, all of these have

Page 149

(1) *A. Bryant*
 (2) that in common. And they're the same piece of
 (3) music, you know, in each particular case.
 (4) That's why I'm objecting.
 (5) On page 48.
 (6) Q: Okay?
 (7) A: My Little Pony is misspelled.
 (8) Q: Are you referring to BMI work
 (9) No. 002609175?
 (10) A: That's right. Entered on 6/19/93.
 (11) Q: Any others on this page?
 (12) A: Yes, the next one, My Little Pony
 (13) and Friends theme.
 (14) Q: And that is BMI work No. 002609225?
 (15) A: Yes, 6/19/93.
 (16) Next page.
 (17) Q: Page 49. Which one?
 (18) A: My Little Pony and Friends.
 (19) Q: And is that work No. 002609226?
 (20) A: Yes, entered 6/19/93.
 (21) Q: Any others on that page?
 (22) A: One more, the next one My Little
 (23) Pony and Friends theme.
 (24) Q: And that's BMI work No. 002609227?
 (25) A: Yes, entered on 6/19/93.

Page 150

(1) *A. Bryant*
 (2) Q: Any others on this page?
 (3) A: No, I didn't see any who are on
 (4) there.
 (5) On page 55, pre-Battle A.
 (6) Q: And that's BMI work No. 003245596?
 (7) A: Yes, entered 10/26/94.
 (8) Q: Okay. And the next one?
 (9) THE WITNESS: Did you find
 (10) anything?
 (11) MR. MONAGHAN: Yeah.
 (12) A: 69.
 (13) Q: This is the page we started on?
 (14) A: Yes. Did we read that one in yet?
 (15) Q: Well, which one are you referring
 (16) to?
 (17) A: Transformer Bryant cues.
 (18) Q: And that's BMI work 003894632?
 (19) A: Entered 1/21/97.
 (20) Q: Any others on this page?
 (21) A: Transformer Bryant cues.
 (22) Q: The next one down?
 (23) A: Yes.
 (24) Q: And that's BMI work 003167942?
 (25) A: Entered 7/28/94.

Page 151

(1) *A. Bryant*
 (2) Q: Any others on this page?
 (3) A: Transformers B, Theme B.
 (4) Q: And that's BMI work No. 003245684?
 (5) A: Yes. Entered 10/26/94.
 (6) Page 70.
 (7) Q: Okay.
 (8) A: The Transformers.
 (9) Q: And are you referring to BMI work
 (10) No. 004210722?
 (11) A: Yes, entered 12/10/97. And this
 (12) shows Sony as the publisher.
 (13) Q: Sony as 50 percent publisher?
 (14) A: There's an ASCAP publisher. I'm not
 (15) in ASCAP. If you look at the affiliations, Anne
 (16) is a BMI writer, that's me. Ford Kinder who is
 (17) not even supposed to be registered here is a BMI
 (18) writer, and here the BMI publisher is Starwild,
 (19) but then Sony ATV Tunes has 50 percent and
 (20) they're an ASCAP publisher. How is that
 (21) happening? I don't understand that. Who is in
 (22) charge of this thing?
 (23) Okay.
 (24) Q: Okay, any others on this page?
 (25) A: Yes, Transformers Bumper.

Page 152

(1) *A. Bryant*
 (2) Q: Is that BMI work No. 003245454?
 (3) A: Yes, entered 10/26/94. Transformers
 (4) Instrumental Theme 2.
 (5) Q: And that's BMI work No. 003985749?
 (6) A: Yes. It's also known as The
 (7) Transformers Closing Theme it says that here and
 (8) it's shown as registered on 4/28/97. It's got a
 (9) song number GO 46203 and a clearance number,
 (10) 7046203. I don't know really know what that
 (11) means, but it's important.
 (12) Q: Okay. Any others on this page?
 (13) A: Yes, The Transformers Main Theme.
 (14) Q: And that's BMI work No. 001540534?
 (15) A: Yes.
 (16) Q: Okay.
 (17) A: And that was registered September
 (18) 27th, 1985.
 (19) Q: Okay.
 (20) A: Song No. 5758906 and clearance
 (21) No. 705758906.
 (22) Q: What is that?
 (23) A: There's a comment there in the field
 (24) that says "title was written when Kinder was
 (25) ASCAP."

Page 153

A. Bryant

(1) Q: Was that a comment that you included
(2) on this registration?
(3) A: No, they put it on this. They put
(4) it in the notation next to my — in my catalog
(5) next to the title. BMI did it.
(6) Q: What's the next one?
(7) A: Transformers Rock & Roll Theme.
(8) Q: And that's BMI work No. 001540 535?
(9) A: Yes.
(10) Q: Okay.
(11) A: Registered 7/29/88. We have a copy
(12) of this registration. Many people are listed as
(13) the writer of this song.
(14) Q: Okay.
(15) A: Self-publishers and the comment
(16) field says "from film The Transformers" from the
(17) movie.
(18) Q: Any others on this page?
(19) A: Theme B, Transformers Theme B.
(20) Q: And is that BMI work No. 003245575?
(21) A: Yes, entered 10/26/94.
(22) Q: Any others on this page?
(23) A: Transformers Theme Close.
(24) Q: Is that BMI work No. 003192089?
(25)

Page 154

A. Bryant

(1) A: Yes.
(2) Q: Okay.
(3) A: 8/25/94 is the date on that.
(4) Q: Any others on this page?
(5) A: There's another Transformers Theme
(6) Close with a different number.
(7) Q: And is that BMI work No. 004392390?
(8) A: Yes, entered 6/4/98.
(9) Q: What is the next one?
(10) A: Transformers Theme Open, that's on
(11) page 72.
(12) Q: Okay. And that's BMI work
(13) No. 003192088?
(14) A: Yes, entered on 8/25/94.
(15) Q: Okay.
(16) A: And Ford Kinder is shown to be the
(17) 83.4 percent author. Joe Bacal and I each
(18) received 8.3 percent and Ford didn't even write
(19) it. And the same situation as the next one.
(20) Q: Any others on this page?
(21) A: Yes, Transformers Theme Open has the
(22) same dispute.
(23) Q: Okay. And that's BMI work
(24) No. 004392367?
(25)

Page 155

A. Bryant

(1) A: Yes, 6/4/98.
(2) Q: Are there any others on this page?
(3) A: Did you read in the second one,
(4) Roseann?
(5) Q: Transformers Theme Opening
(6) 004392367?
(7) A: Yes.
(8) Q: Yes.
(9) A: Entered on 6/4/98. And then
(10) Transformers Vocal Theme 2.
(11) Q: BMI No. 003985746?
(12) A: Yes. And it's registered on 4/28/97
(13) and looks like it says registered, so it's got a
(14) song No. GO 46202 and a clearance No. 7046202
(15) and it's got a notation in the comments field
(16) "a/k/a Transformers Opening Theme."
(17) Q: Okay. Any others on this page?
(18) A: I'm a little concerned about Truly
(19) Outrageous, actually. Truly Outrageous on the
(20) bottom of this page is the jingle name for The
(21) Jem Show Theme. But we also did a song during
(22) the series called it's Truly Outrageous, so I'm
(23) not sure which this is. It's got a registration
(24) date 7/1/87. I'm not sure if this is the song,
(25)

Page 156

A. Bryant

(1) it might be the song because no jingles seem to
(2) really be in my catalog.
(3) Q: So you're not sure, but the BMI work
(4) number that you're referring to here is
(5) 001549492?
(6) A: Yes.
(7) Q: Okay. And the next one?
(8) A: Yes, page 75 Visionaries Closing
(9) Title.
(10) Q: Okay. And is that BMI work
(11) No. 003985715?
(12) A: Yes, registered 4/28/97. This is
(13) the registration.
(14) Q: Okay.
(15) A: Song No. 23046196, clearance
(16) No. 7046196. And in this one Jay Bacal and Joe
(17) Bacal are shown to be my co-writers giving each
(18) of them 25 percent of the song and I have 50
(19) percent. That's what shown here.
(20) MR. MONAGHAN: Wait, wait. What's
(21) wrong with that?
(22) THE WITNESS: Well, this is going to
(23) be really clear in a minute they —
(24) MS. KITSON: I'm simply asking for
(25)

Page 157

(1) **A. Bryant**
 (2) an identification here.
 (3) **MR. MONAGHAN:** Then we're going to
 (4) go back over and say what's wrong with
 (5) it.
 (6) **MS. KITSON:** I mean, we can. I
 (7) would like, though, for the witness to
 (8) just sort of make this, you know, an
 (9) exercise she does on her own.
 (10) **MR. MONAGHAN:** Okay.
 (11) **MS. KITSON:** On the Visionary
 (12) Closing Title, Miss Bryant, what do you
 (13) identify to be the problem with the
 (14) registration on that composition?
 (15) **A:** Jay and Joe Bacal are listed as
 (16) co-writers and that's a new registration. If
 (17) you look down two more items you'll see ten
 (18) years before the original registration was to
 (19) Ford and myself and now Ford has been removed
 (20) and replaced by Joe and his son Jay Bacal.
 (21) **Q:** So a second composition on this page
 (22) that you're identifying is Visionaries' Theme,
 (23) BMI work No. 001589577?
 (24) **A:** That's the original registration of
 (25) that theme.

Page 158

(1) **A. Bryant**
 (2) **Q:** Is there any other composition on
 (3) this page?
 (4) **A:** Yes, the Visionaries Opening Title
 (5) which shows Jay and Joe Bacal as co-writers, and
 (6) that's registered on 4/28/1997 and it has a song
 (7) number GO 46197 and clearance No. 7046197. And
 (8) you want to read the work number?
 (9) **Q:** The work number is 003985717?
 (10) **A:** Yes. That's so clear that they
 (11) knocked him off and put themselves on. It's not
 (12) a smart thing.
 (13) **Q:** And what's the next?
 (14) **MR. MONAGHAN:** Did you cover the
 (15) last one?
 (16) **THE WITNESS:** Yeah, we did.
 (17) **MS. KITSON:** We did it out of
 (18) order.
 (19) **A:** I just have to say that this is what
 (20) I can see. This is not what I can't see.
 (21) **Q:** Right.
 (22) **A:** We went hunting for the things we
 (23) couldn't get by looking at my catalog.
 (24) **Q:** Okay.
 (25) **A:** All right.

Page 159

(1) **A. Bryant**
 (2) **Q:** Miss Bryant, do you have any
 (3) documents in your possession that demonstrate
 (4) that the compositions at issue were originally
 (5) registered as you claim that they were?
 (6) **MR. MONAGHAN:** Other than what she
 (7) just testified to, she just identified
 (8) several in the catalog?
 (9) **MS. KITSON:** I thought we identified
 (10) several that were changes. I assume that
 (11) if they were changes that they were
 (12) original registrations that were
 (13) different. And what I'm asking for is any
 (14) documentation of the original
 (15) registrations.
 (16) **A:** Robots in Disguise, 100 percent, My
 (17) Little Pony, 100 percent.
 (18) **MR. MONAGHAN:** Identify the
 (19) document.
 (20) **Q:** What are you reading from?
 (21) **A:** BMI —
 (22) **Q:** BMI Commercial Jingles U.S. Feature
 (23) Royalties Statement?
 (24) **A:** Yes.
 (25) **Q:** Okay.

Page 160

(1) **A. Bryant**
 (2) **A:** What else is on there? Truly
 (3) Outrageous 100 percent, Robotics 100 percent.
 (4) Real American Hero on these there were two other
 (5) people.
 (6) **Q:** And it's 33.33 percent?
 (7) **A:** Yes, on those performances. There's
 (8) more of them.
 (9) **Q:** What is this document that you're
 (10) reading from? Is this a royalty statement —
 (11) **A:** This comes with my check.
 (12) **Q:** Okay. It comes with your check.
 (13) And when did you receive that statement?
 (14) **A:** Well, I can't be sure. But the
 (15) distribution date was 1/18/88.
 (16) **Q:** So would you have received it in
 (17) approximately 1988?
 (18) **A:** I would have received it a week or
 (19) two later.
 (20) **Q:** Okay.
 (21) **A:** Usually this much money they sent by
 (22) courier, not — Wells Fargo, but I mean like
 (23) some kind of secure mailing.
 (24) **Q:** Right.
 (25) **A:** My Little Pony 100 percent. My

Page 161

(1) **A. Bryant**
 (2) Little Pony 100 percent. Real American Hero,
 (3) this is Lou Forester; he did two-thirds of these.
 (4) **MR. MONAGHAN:** Two-thirds of what?
 (5) **A:** These performances were credited to
 (6) him.
 (7) **Q:** And are you reading from the same
 (8) document that we identified before?
 (9) **A:** No, I have another one.
 (10) **Q:** Okay. And what is this?
 (11) **A:** 1989 commercial jingles.
 (12) **MR. MONAGHAN:** Features royalties
 (13) statement.
 (14) **A:** Truly Outrageous, 100 percent. The
 (15) date is 1/89.
 (16) **Q:** Okay.
 (17) **A:** We could just keep —
 (18) **MS. KITSON:** I have not received a
 (19) copy of that but we discussed it earlier,
 (20) so it will be forthcoming.
 (21) **THE WITNESS:** This is what we set
 (22) aside to copy for you. We have these,
 (23) they're blue. They're very pretty.
 (24) **MS. KITSON:** I'll just take a
 (25) xerox.

Page 162

(1) **A. Bryant**
 (2) **A:** Robots in Disguise, 100 percent.
 (3) Truly Outrageous, 100 percent. My Little Pony,
 (4) 100 percent. So this is this one, 1/30/90.
 (5) **Q:** Okay.
 (6) **A:** Same kind of statement. It keeps
 (7) going on like that, so —
 (8) **Q:** So the collection of commercial
 (9) jingle statements that will be produced to me
 (10) you indicate demonstrate the original
 (11) registrations of these compositions?
 (12) **A:** Yes. Yes, I think if you just look
 (13) at 88 and 89 if anything predates that, I'll
 (14) pull it.
 (15) **Q:** And what documents do you have in
 (16) your possession that demonstrate that the
 (17) compositions at issue were altered and
 (18) reregistered in the way and at the time you
 (19) claim they were?
 (20) **MR. MONAGHAN:** She already went
 (21) through the catalog.
 (22) **A:** Only what I can see on those
 (23) catalogs.
 (24) **Q:** The catalog?
 (25) **A:** Yes.

Page 163

(1) **A. Bryant**
 (2) **Q:** Is this the only catalog that you
 (3) claim demonstrates those alterations and
 (4) reregistrations?
 (5) **A:** Well, you probably have Joe Bacal's
 (6) catalog or Ford Kinder's catalog. This kind of
 (7) information crosses into theirs, too.
 (8) **Q:** Did you receive copies of Joe
 (9) Bacal's catalog produced in this form?
 (10) **A:** I think we did. I don't know. I
 (11) know we did get a copy of Ford Kinder's, didn't
 (12) we?
 (13) **MR. MONAGHAN:** I'm fuzzy. I don't
 (14) know. I don't know off the top of my
 (15) head. I don't know.
 (16) **THE WITNESS:** But I thought they got
 (17) a copy of it.
 (18) **MR. MONAGHAN:** I think they got a
 (19) copy of it.
 (20) **Q:** What I have in terms of Ford
 (21) Kinder's BMI catalog are two different
 (22) printouts.
 (23) **A:** Yeah, those are — those are cue
 (24) sheet registrations, I think, aren't they?
 (25) **Q:** Did you receive a catalog for Ford

Page 164

(1) **A. Bryant**
 (2) Kinder that was —
 (3) **A:** It was only a couple of pages.
 (4) **Q:** But it was the type of catalog — it
 (5) was a participant catalog listing?
 (6) **A:** Yes.
 (7) **Q:** Okay.
 (8) **REQ MS. KITSON:** I would ask that that
 (9) be produced to me.
 (10) **MR. MONAGHAN:** Yes.
 (11) **THE WITNESS:** You want me to do
 (12) that? I have it.
 (13) **MR. MONAGHAN:** Okay.
 (14) **REQ MS. KITSON:** And if you have the
 (15) same thing for Joe Bacal, I ask that that
 (16) be produced to me also.
 (17) **THE WITNESS:** I don't think we have
 (18) that. I don't think we have Joe's catalog
 (19) like that.
 (20) **MR. MONAGHAN:** I don't know. I
 (21) don't remember right now. But you're
 (22) going to drop me a note anyway?
 (23) **MS. KITSON:** Yes, I'll put it all in
 (24) the same.
 (25) **Q:** Did you receive copies of any

Page 165

(1) *A. Bryant*
 (2) other — any of the catalogs of any of the other
 (3) parties?
 (4) *A:* There was a Starwild catalog.
 (5) *MR. MONAGHAN:* Here's Wildstar.
 (6) *A:* I didn't know he had a Wildstar. We
 (7) had the Starwild. Oh, I saw this, yeah. This
 (8) is totally confusing. I don't know what it even
 (9) means. It's a big thing.
 (10) *MS. KITSON:* I received a Wildstar
 (11) catalog from ASCAP from you?
 (12) *MR. MONAGHAN:* Right, right.
 (13) *MS. KITSON:* Are you speaking about
 (14) something other than that.
 (15) *MR. MONAGHAN:* Starwild, that's
 (16) BMI's.
 (17) *REQ MS. KITSON:* I ask that that also be
 (18) produced.
 (19) *MR. MONAGHAN:* We gave you one but
 (20) not the other?
 (21) *MS. KITSON:* All I have is the
 (22) Wildstar catalog and Miss Bryant's
 (23) catalog.
 (24) *MR. MONAGHAN:* And you don't have
 (25) Bacal's, Kinder or Starwild?

Page 166

(1) *A. Bryant*
 (2) *MS. KITSON:* Other than the cue
 (3) sheet registrations that I received from
 (4) Kinder, no.
 (5) (Discussion off the record.)
 (6) *Q:* Just going back to your participant
 (7) catalog listings, Miss Bryant, for each of the
 (8) compositions that you identified before have you
 (9) either received recordings of those compositions
 (10) or received musical notation sheet music showing
 (11) what those compositions consist of musically?
 (12) *A:* Well, I'm the one that generates
 (13) that. I create the music. Nobody sends me
 (14) sheet music, I send them sheet music.
 (15) *MR. MONAGHAN:* Do you mean for any
 (16) later iteration or derivative, so-called
 (17) derivative work does she have the musical
 (18) notation?
 (19) *MS. KITSON:* Does she have the
 (20) musical notation for — we read a number
 (21) of BMI work numbers for each of them.
 (22) *Q:* Do you have either a recording of
 (23) that composition or a musical notation that
 (24) shows the actual composition of that work
 (25) number?

Page 167

(1) *A. Bryant*
 (2) *A:* I don't, but that's not the form.
 (3) People don't send me anything. I send the music
 (4) to them. But if you were to listen to any one
 (5) of the Transformer episodes, you know, that's
 (6) easy enough to transcribe.
 (7) *Q:* Is it possible that any of those
 (8) different compositions listed under different
 (9) BMI numbers are different from your original
 (10) compositions?
 (11) *MR. MONAGHAN:* Well, anything is
 (12) possible.
 (13) *MS. KITSON:* I'd like the witness to
 (14) answer.
 (15) *MR. MONAGHAN:* But wait, the problem
 (16) is we're looking at a BMI record and we're
 (17) proceeding from the BMI record and you're
 (18) asking if one thing may be different from
 (19) another. How would she know?
 (20) *MS. KITSON:* Well, what the witness
 (21) has asserted is that they're all the same
 (22) music but that she has not received from
 (23) BMI or she does not have in her possession
 (24) any recording or any notation of the
 (25) musical composition of each or the musical

Page 168

(1) *A. Bryant*
 (2) composing of each of these compositions.
 (3) So what I'm asking is, is it possible that
 (4) the compositions that she identified are
 (5) each actually different from the original
 (6) compositions that she composed.
 (7) *A:* I think I have an answer for you.
 (8) *MR. MONAGHAN:* Well, don't
 (9) speculate.
 (10) *A:* No, I have an answer for you. Go
 (11) through and see that there are things called The
 (12) Transformers Day 1, Theme, Alternative Theme,
 (13) Old Theme, New Theme, they're all the same
 (14) thing. And that goes with The Transformers
 (15) Theme. Now, there may be music from that show
 (16) called Car Chase. Let's call it Car Chase.
 (17) It's not called The Transformers, it's called
 (18) Car Chase. So anything that is titled The
 (19) Transformer, tied into the Transformer title, is
 (20) the Transformer music. Why would they call Car
 (21) Chase The Transformers and call Loveseat The
 (22) Transformers and call Wedding Day The
 (23) Transformers? Those are different cues.
 (24) So that's what I see in the
 (25) catalogs, I've seen in the underscore catalog.

Page 169

(1) *A. Bryant*
(2) The things that are derived are the theme,
(3) restate the theme or have the theme name, all
(4) right. Whereas it was a wedding cue or church
(5) cue or car cue, it would have something
(6) connected to that.
(7) Q: Okay. When you say derived from the
(8) theme —
(9) A: It uses the theme.
(10) Q: Okay. Would it also use different
(11) music?
(12) MR. MONAGHAN: What's it?
(13) MS. KITSON: In Ms. Bryant's example
(14) of a car chase which would be derived from
(15) the Transformer's theme, would Car Chase
(16) also have separate originally composed
(17) music in which melodies from the theme
(18) were interposed?
(19) A: Well, I didn't say what you just
(20) said.
(21) Q: Okay.
(22) A: I said if it's Car Chase, it's going
(23) to be Car Chase. If it uses the Transformer
(24) theme, it's going to be a Transformer something,
(25) and that's seems to be the distinction. If it's

Page 170

(1) *A. Bryant*
(2) Car Chase or Wedding Bells or Nervous Breakdown,
(3) it's going to be called that.
(4) Q: And in that case would Car Chase
(5) Wedding Bells or Nervous Breakdown be a separate
(6) pieces of music that do not rely on the theme?
(7) A: No, I don't think that's true at
(8) all. Everything relies on the melodic theme.
(9) That's how you hold music together for
(10) television. But as far as restating the melody
(11) or in retrograde it doesn't necessarily do
(12) that. It takes the first five notes of the
(13) theme and creates all of the music from that.
(14) That's how you develop the piece of music to
(15) give it integrity, musical integrity. They
(16) don't just randomly write new pieces every time
(17) it's a car chase.
(18) Q: Right.
(19) A: It comes from the theme. However
(20) anything that's entitled Transformer anything,
(21) it uses the theme in its normal kind of playing
(22) order, its notes, you know.
(23) Q: Then what my question would be is in
(24) these alternate compositions that use the, let's
(25) say the example you gave was the first five

Page 171

(1) *A. Bryant*
(2) notes of the Transformers Theme, after those
(3) first five notes are interspersed, when those
(4) first five notes appear in the new composition,
(5) can there be original music which does not rely
(6) on the theme music?
(7) MR. MONAGHAN: I think she answered
(8) that.
(9) A: Yes, I think what's very difficult
(10) about answering, this is — it's musicology and
(11) classical composition technique which I know and
(12) it's hard to explain. It's kind of fun.
(13) It's kind of like you're trying to
(14) find here the difference between an arrangement
(15) and a composition. And if I go bop, bop, bop,
(16) bop, bum, bum, bum, bum, and it's the same
(17) melody, and if I have a big brass section do it
(18) or drums playing notes in between each one of
(19) them, it's still the same melody. If it's
(20) acappella or a symphonic orchestra or rock and
(21) roll, anything, it's the same notes. And I
(22) think you have to go to intent. It is the
(23) intention to reinforce that theme always.
(24) Q: So to your understanding that kind
(25) of work would not be a separate musical work

Page 172

(1) *A. Bryant*
(2) from the theme?
(3) A: Well, it's not. It's the theme.
(4) Q: Do you believe that your
(5) compositions continue to be reregistered today?
(6) MR. MONAGHAN: How would she know?
(7) A: I don't know.
(8) MR. MONAGHAN: Her belief is
(9) speculative. I mean, she's going by what
(10) she got from BMI thus far, and the other
(11) documents that have been produced.
(12) A: I don't know if they're being
(13) registered. These compositions, I have new
(14) compositions registered all the time but not by
(15) these people. I haven't written for them in
(16) years.
(17) Q: Miss Bryant, in your affidavit in
(18) opposition to Sunbow's motion to dismiss the
(19) amended complaint, in paragraph 2 you state "my
(20) claims here are straightforward. At relevant
(21) times going back to 1986 but continuing to the
(22) present Sunbow, a TV production company, which
(23) was owned by defendant Jules Bacal until 1998,
(24) produced and distributed through Rhino Home
(25) Video, movie, TV productions and video using

Page 173

(1) *A. Bryant*
 (2) music composed by me including the jingles and
 (3) various iterations of Jem, Visionaries, My
 (4) Little Pony and Transformers and also G.I. Joe,
 (5) the rights to which composition were granted to
 (6) me by virtue of a settlement with defendant Ford
 (7) Kinder."

(8) Based on that I ask the question do
 (9) you believe that your compositions continue to
 (10) be reregistered today?

(11) MR. MONAGHAN: I don't think it's —
 (12) I object to the form of the question.
 (13) It's a misleading question. You mean some
 (14) kind of reregistration with BMI happening
 (15) today on March 31st, 2003?

(16) Q: Do you believe that your
 (17) compositions continue to be reregistered in the
 (18) present?

(19) MR. MONAGHAN: Still, I object to
 (20) the form of the question.

(21) A: I really don't know. And you just
 (22) read me something to me about —

(23) MR. MONAGHAN: She read your
 (24) affidavit.

(25) THE WITNESS: They're use, but that

Page 174

(1) *A. Bryant*
 (2) was about their use in video products
 (3) wasn't it?

(4) Q: Yes.

(5) MR. MONAGHAN: My objection is —

(6) A: What does that have to do with
 (7) registration?

(8) Q: Well, I'm asking you that. Your
 (9) affidavit here is referring to use of the
 (10) products but not reregistration. Then that
 (11) would be — I would understand that to be the
 (12) answer to my question. But my question was
 (13) derived from your statement here. And my
 (14) question was just clarifying that, do you
 (15) believe that your compositions continue to be
 (16) reregistered today?

(17) MR. MONAGHAN: But it doesn't say
 (18) that. The complaint doesn't say that.
 (19) The premise is incorrect.

(20) Q: Do you believe that Sunbow continues
 (21) to produce and distribute TV productions and
 (22) videos using music composed by you?

(23) A: Yes.

(24) Q: From 1986 to the present?

(25) A: Yes, that we got through.

Page 175

(1) *A. Bryant*

(2) MR. MONAGHAN: It doesn't
 (3) necessarily mean you have to have a
 (4) reregistration today.

(5) A: I don't know if they registered
 (6) anything for mechanical.

(7) MR. MONAGHAN: We don't know what's
 (8) going on.

(9) Q: Miss Bryant, you claim that Sunbow
 (10) has been unjustly enriched by its alleged
 (11) unauthorized uses of your songs.

(12) In what ways do you believe that
 (13) Sunbow has been unjustly enriched by the alleged
 (14) unauthorized use of your songs?

(15) A: Well, I've never been paid any
 (16) mechanical royalties for those songs which are
 (17) used in various mechanical products, VHS, DVD,
 (18) CDs. I've heard in video games about — I
 (19) haven't heard them myself. I heard that they
 (20) are in video games. So they were able to
 (21) transfer my license, something, without paying
 (22) royalties, and so I don't think — I think that
 (23) would be like quite a bit of money if they paid
 (24) their royalties. And they haven't had to pay
 (25) them, so they've gotten away without paying

Page 176

(1) *A. Bryant*

(2) them, so they made more money than they would
 (3) have.

(4) Another thing is the singers and
 (5) original musicians that played on that were paid
 (6) to play for television production or sometimes
 (7) jingles. Those original recordings which were
 (8) governed by the Screen Actor's Guild are now
 (9) moving into another medium which is video
 (10) products, audio products. I believe they're
 (11) supposed to all be repaid when it lists into
 (12) another medium just as when we go with a radio
 (13) commercial it goes to another kind of
 (14) classification, industrial, they get another
 (15) payment. So nobody has been paid in that way.
 (16) So unjustly enriched, they just jumped over the
 (17) need to within the license pay people who
 (18) perform these services.

(19) Q: Are there any other ways that you
 (20) can think of that they're unjustly enriched?

(21) A: I believe that based on what Carole
 (22) Weitzman told me and what other people in the
 (23) industry has said, that Sunbow avoided having to
 (24) pay fees to underscore composers because they,
 (25) as she told me, they get to keep the royalties.

Page 177

(1) *A. Bryant*
(2) We don't pay them anymore. They get to keep the
(3) royalties and that's quite a lot of money and
(4) they're fine with that. That's when we were
(5) talking about me doing some work for them or
(6) somebody, underscore work. And I thought that
(7) was fine at the time because I thought that she
(8) meant that I would write a theme and then do the
(9) underscore and that would be fine. I didn't
(10) know she meant that the composers got to keep my
(11) royalties. So that wasn't okay. So, that's I
(12) think one of the ways they gave money and they
(13) did so at my expense.
(14) Q: Any others ways?
(15) A: I think that will do it.
(16) Q: At the beginning of your answer you
(17) referred to Sunbow transferring something by
(18) license. What is it that you believe was
(19) transferred by license by Sunbow? And if you'd
(20) like, the court reporter can read your answer
(21) over again to refresh your recollection.
(22) A: Okay, I would like that, but I also
(23) want to look at that box.
(24) MR. MONAGHAN: We accept what the
(25) testimony was unless you feel it was a

Page 178

(1) *A. Bryant*
(2) mistake, but I did hear you say Sunbow
(3) licensed two others.
(4) Q: And my question is, what is it that
(5) you were referring to when you say something was
(6) transferred by license by Sunbow?
(7) A: Well, if you look at the jacket,
(8) now, I don't know, I wasn't there, Rhino Home
(9) Video —
(10) MR. MONAGHAN: Identify what you're
(11) looking at.
(12) A: We're looking at —
(13) MR. MONAGHAN: The jacket on the
(14) video?
(15) A: Jacket on the video from The Jem
(16) Show, volume 1, Passport to Rock.
(17) MR. MONAGHAN: Which was a previous
(18) exhibit at the Bacal deposition.
(19) A: It's got a 6 on it.
(20) MS. VALENCIA: Volume one was Bacal
(21) Exhibit 6.
(22) A: Yes, so if you look at this on the
(23) back it says "Sunbow." It's got the Sunbow logo
(24) on it in the right-hand corner —
(25) MR. MONAGHAN: Beneath that.

Page 179

(1) *A. Bryant*
(2) MS. KITSON: Why don't we just — I
(3) would prefer the witness just gives her
(4) own answer, please.
(5) A: On the left corner it says "Kid
(6) Rhino Home Video." So and then it explains
(7) Rhino Home Video, its address, 10635 Santa
(8) Monica Boulevard, Los Angeles. The packaging is
(9) copyright Rhino and the program is copyright
(10) 1986 Sunbow, Inc., Productions, Inc. and
(11) Wildstar Music and Hasbro Inc.
(12) So this is the show that I wrote
(13) music for. I know this show. I wrote all the
(14) music for it, the songs for it and it's got the
(15) Sunbow production logo on it. So they assigned
(16) this to Kid Rhino as a distributor.
(17) See, they even designed the jacket
(18) and what's wrong with the picture? Well, they
(19) obviously licensed it, I think, to Kid Rhino and
(20) it's Wildstar music. How could it be Wildstar
(21) music without Starwild Music when I'm a BMI
(22) writer? I don't understand that. Some things
(23) about this don't yet add up. But I know that
(24) they produced this and then somebody else is
(25) getting to distribute it. That's a license, is

Page 180

(1) *A. Bryant*
(2) it not?
(3) Q: You know that Sunbow produced it?
(4) A: Yes.
(5) Q: And that someone else is
(6) distributing it?
(7) A: Right.
(8) Q: Okay.
(9) A: Kid Rhino, so —
(10) Q: And when you say that they licensed
(11) it, are you referring to the Jem program that
(12) was licensed?
(13) A: This show, this video from this show
(14) and which has two different episodes on it, "The
(15) World Hunger Shindig" and "Adventure in China."
(16) And then this one has other episodes on it. I
(17) wrote these songs. I wrote the themes and the
(18) songs. This is about eight pieces of music on
(19) each, eight songs.
(20) Q: And when you say Sunbow produced
(21) these, are you referring to Sunbow producing the
(22) animated series Jem or — is that a yes?
(23) A: Yes. Yes. And they had rights to
(24) it.
(25) Q: Okay. Are you referring to Sunbow

Page 181

A. Bryant

[1] producing this video of these few episodes of
 [2] Jem?
 [3] A: I don't know who physically made the
 [4] video.
 [5] Q: Okay.
 [6] A: If I wanted to distribute the Jem
 [7] video products, I would have to have a license
 [8] from all of these people. So I assume they had
 [9] to give a license to Rhino.
 [10] Q: And do you have any evidence that
 [11] Sunbow has generated monies from the production
 [12] and distribution of these videos and the other
 [13] media in question?
 [14] MR. MONAGHAN: We hope to get that
 [15] when you give us the documents.
 [16] MS. KITSON: Okay, I'd like the
 [17] witness to answer the question.
 [18] A: No, I don't.
 [19] Q: Okay.
 [20] A: I know that the sales rack at
 [21] Amazon.com and that's only one outlet, it's
 [22] reasonably good, lots of copies have been sold.
 [23] I think both on the Transformers and G.I. Joe.
 [24] The Jem fans are hysterical, so I'm sure it's
 [25]

Page 182

A. Bryant

[1] selling well.
 [2] Q: Do you believe that Kid Rhino or
 [3] Rhino Home Video has generated money from the
 [4] production and distribution of the individual
 [5] questions and other media in question?
 [6] A: Yes, lots of copies have sold.
 [7] Q: Why were they not named as a
 [8] defendant in the lawsuit?
 [9] MR. MONAGHAN: Well, that goes into
 [10] legal judgments.
 [11] (Recess taken.).
 [12] DIR MS. KITSON: I want to go back to
 [13] where we were about the question about Kid
 [14] Rhino and Rhino Home Video. And I was
 [15] going to ask are you objecting to Miss
 [16] Bryant answering the question about why
 [17] they haven't been named as a defendant in
 [18] the suit?
 [19] MR. MONAGHAN: Yes.
 [20] MS. KITSON: Are you going to direct
 [21] her not to answer?
 [22] MR. MONAGHAN: Yes.
 [23] MS. KITSON: Okay.
 [24] MR. MONAGHAN: Thanks for the
 [25]

Page 183

A. Bryant

[1] invitation.
 [2] MS. KITSON: Just cutting through.
 [3] Q: Miss Bryant, do you have any
 [4] evidence that all of the compositions at issue
 [5] in this case have been used on video and other
 [6] media that's been produced and distributed by
 [7] Sunbow?
 [8] A: All of them?
 [9] Q: All of them.
 [10] A: I don't have evidence that all of
 [11] them have been used on these materials. I told
 [12] you before I was not sure about Visionaries, and
 [13] I'm not sure what's going on with My Little Pony
 [14] and Friends. But the others are video products
 [15] for sale.
 [16] Q: And those video products for sale
 [17] are produced and distributed by Sunbow?
 [18] MS. KITSON: We can go on the
 [19] record.
 [20] MR. MONAGHAN: Which do you know are
 [21] being produced by Sunbow?
 [22] A: I don't know about the Visionaries
 [23] and I don't know what's going on with My Little
 [24] Pony and Friends, but other than that, that
 [25]

Page 184

A. Bryant

[1] would give me G.I. Joe, Jem, The Transformers,
 [2] Inhumanoids is now a DVD. So that I know
 [3] about. Because we have the products. They are
 [4] for sale.
 [5] Q: Okay. Miss Bryant, is it your
 [6] belief that you have been totally uncompensated
 [7] by Sunbow for the use of your songs or that you
 [8] have been inadequately compensated by Sunbow due
 [9] to the alleged reregistrations?
 [10] MR. MONAGHAN: Object to the form.
 [11] A: It's like two different questions.
 [12] Q: Is it, Miss Bryant, is it your
 [13] belief that you've been totally uncompensated by
 [14] Sunbow for the use of your songs?
 [15] MR. MONAGHAN: I don't understand
 [16] that, totally uncompensated, not
 [17] compensated at all?
 [18] MS. KITSON: Completely
 [19] uncompensated as opposed to partially
 [20] compensated, that partial compensation
 [21] based upon the change of registrations.
 [22] A: Okay. Are we talking mechanicals?
 [23] Are we talking about performance?
 [24] Q: Let's break that down. Have you
 [25]

Page 185

(1) **A. Bryant**
(2) received any mechanical royalties from Sunbow
(3) for the use of your songs on the videos and
(4) other media that you say that they've produced
(5) and distributed?
(6) **A:** I have in my file some mechanical
(7) royalties that I received for My Little Pony. I
(8) think from Saycom (phonetic) which is a French
(9) royalty collection back in 1987 or '88. And I
(10) think there was small mechanical royalties for
(11) Transformers. I don't remember where, maybe
(12) Germany or maybe France. So three years running
(13) they paid mechanical royalties. I think it was
(14) '87, '88, '89 or '88, '89, '90, but nothing
(15) since.
(16) **Q:** Okay.
(17) **A:** And now it's going into full tilt.
(18) It's been several years they've really been
(19) selling these and there's been no compensation
(20) and no payment to singers.
(21) **Q:** For the sale of videos, would — is
(22) it your understanding that you would also be
(23) owed writers royalties apart from mechanical
(24) royalties?
(25) **A:** Mechanical royalties are the writers

Page 186

(1) **A. Bryant**
(2) royalties.
(3) **Q:** All right. How did you arrive at
(4) the damage figure that you assert in your
(5) complaint against Sunbow —
(6) **A:** I looked at a loss — I did it a
(7) number of different ways and it came up with the
(8) same amount. I looked at a loss of \$50,000 a
(9) year for ten years of performance royalties,
(10) that added up to \$500,000. I looked at the fact
(11) that I made about \$500,000 a year for — before
(12) this fiasco. And so that's one year. I mean,
(13) everything seemed to come up \$500,000. I looked
(14) at the fact that I've got mechanical royalties
(15) from Walt Disney, small kids records two feature
(16) songs on, it made \$80,000 with the two little
(17) songs. Little kids record that they asked me to
(18) do. Just two pieces, mechanical royalties. And
(19) I looked at the percentages of what I got versus
(20) what other people got that I was getting 100
(21) percent of, and they all seemed to add up to
(22) about \$500,000. And also I'm missing a lot of
(23) information we asked for.
(24) Is that right? That's about how
(25) we —

Page 187

(1) **A. Bryant**
(2) **Q:** And is the \$500,000 figure an
(3) aggregate damage amount that has been caused by
(4) all defendants or is that figure specific to the
(5) damage that you allege has been caused by
(6) Sunbow?
(7) **A:** Well, it's certainly by Sunbow.
(8) Absolutely it's by Sunbow. They were
(9) responsible for filing these things and
(10) protecting these things and being the
(11) administrator of these pieces of music. And I
(12) don't think \$500,000 is coming close to what it
(13) is. I think it's a low figure. But I think we
(14) said in the original complaint that we started
(15) at 500,000 because we had a lot of unknown
(16) information and lot of difficulty getting
(17) information.
(18) **Q:** Okay. Have you determined the
(19) damages that you believe are owing to you from
(20) the other defendants in this case?
(21) **A:** What other defendants?
(22) **MR. MONAGHAN:** Bacal and GBI?
(23) **MS. KITSON:** Yes.
(24) **MR. MONAGHAN:** BMI?
(25) **A:** BMI is not in this case.

Page 188

(1) **A. Bryant**
(2) **MS. KITSON:** Are they a non-party?
(3) **MR. MONAGHAN:** Well, I don't know,
(4) they're still in the caption.
(5) **MS. VALENCIA:** They're supposed to
(6) be going forth with arbitration but that
(7) hasn't happened.
(8) **MS. KITSON:** Are they a party or do
(9) they consider them a non-party?
(10) **MR. MONAGHAN:** No, there's an order
(11) staying the proceedings against them
(12) compelling administration.
(13) **A:** So who else is in the case?
(14) **Q:** Bacal and GBI.
(15) **A:** Now, that means that Bacal and GBI,
(16) what's the difference between Bacal and GBI and
(17) Sunbow?
(18) **MR. MONAGHAN:** Don't speculate.
(19) **A:** They're all together for me. I
(20) don't really see any difference.
(21) **Q:** Okay. You've stated that you
(22) believe that Joe Bacal has received at least
(23) 29,036.90 from December 28th, 1998 to October
(24) 10th, 2001 based on BMI records. What BMI
(25) records do you base this estimate on?

Page 189

(1) **A. Bryant**
(2) **A:** On statements.
(3) **Q:** I'm sorry, could you repeat that?
(4) **A:** On payment statements that I laid
(5) side to side with my own and that creates a —
(6) you can see, for example, that Jem Theme,
(7) instrumental theme hypothetically is \$100 is
(8) paid and Joe gets \$25 of it. Well, he didn't
(9) write that, so that's \$25 in his IOU column.
(10) That kind of thing.
(11) We had the statements, my
(12) statements, his statements and changes in the
(13) registration, put it all together, people got
(14) what they weren't supposed to get via these
(15) changed registrations.
(16) **Q:** Okay. And were those statements
(17) produced to you by Mr. Bacal's counsel? You
(18) referenced Bacal statements. Were those
(19) statements produced to you by Mr. Bacal's
(20) counsel?
(21) **A:** By —
(22) **MR. MONAGHAN:** By BMI, I think.
(23) **A:** Yeah, by BMI.
(24) **REQ MS. KITSON:** I request that they be
(25) produced to me.

Page 190

(1) **A. Bryant**
(2) **THE WITNESS:** Why didn't BMI send
(3) them to them? I don't understand.
(4) There's 3,000 pages. I almost went blind
(5) putting them together.
(6) **MS. KITSON:** I assume this all
(7) occurred before we — before the case had
(8) been reinstated against Sunbow.
(9) **MS. VALENCIA:** And for the record, I
(10) don't believe that we have received copies
(11) of those statements either.
(12) **MR. MONAGHAN:** Copies of which?
(13) **MS. VALENCIA:** Payment statements.
(14) **MR. MONAGHAN:** Payment statements,
(15) how could we get them? What do you mean,
(16) we got them by subpoena and you didn't get
(17) copies?
(18) **MS. VALENCIA:** Right.
(19) **MR. MONAGHAN:** Every letter that
(20) Judith Saffer sends out with anything is
(21) copied to you. It was enclosed with the
(22) letter of December 20th.
(23) **REQ MS. VALENCIA:** Just to the extent
(24) Mr. Monaghan had referenced that the
(25) enclosure letters from Miss Saffer who is

Page 191

(1) **A. Bryant**
(2) BMI's general counsel usually copy
(3) Mr. Bacal's counsel, my firm, Duane Morris
(4) — what I requested was to the extent
(5) that the cover letter which enclosed the
(6) payment statements Miss Bryant had
(7) referred to a few moments as about
(8) Mr. Bacal's I guess royalties or payments
(9) made to Bacal, and if it didn't cc our
(10) firm, that the documents enclosed with
(11) that letter be produced to us.
(12) **MR. MONAGHAN:** Well, that's putting
(13) me to — now, for example, there's another
(14) letter dated December 19th that copies
(15) Duane.
(16) **MS. VALENCIA:** If you're going to be
(17) producing it to Sunbow, I would think you
(18) have to find the enclosure letter if it
(19) came with an enclosure letter and it
(20) either copies us or it doesn't.
(21) **MR. MONAGHAN:** All right.
(22) **Q:** And, Miss Bryant, do you have any
(23) evidence that Mr. Bacal was ever actually paid
(24) that money? And that's what I'm referring to by
(25) that money is the \$29,036.90 figure?

Page 192

(1) **A. Bryant**
(2) **A:** The only evidence would be his
(3) payment statements. I can only assume if they
(4) say here is what was paid to Joe Bacal that he
(5) actually got a check on the other. I wasn't
(6) there.
(7) **MS. KITSON:** What I would like to do
(8) now is I would like to mark — I would
(9) like to have the court reporter mark as
(10) Bryant Exhibit 2 a copy of the Amended
(11) Complaint that was served on Sunbow
(12) Productions incorporated.
(13) (Bryant Exhibit 2, Amended
(14) Complaint, was marked for identification.)
(15) **Q:** Miss Bryant, have you ever seen this
(16) document before?
(17) **A:** Yes, I've seen this.
(18) **Q:** I'm going to go through the
(19) complaint and ask you to clarify certain
(20) statements within it.
(21) **A:** Okay.
(22) **Q:** First I'd like to refer you to
(23) paragraph 2 of the complaint, and I'm referring
(24) to the sentence at the bottom in bold which
(25) reads, "For purposes of receiving performing

Page 193

(1) **A. Bryant**
 (2) rights royalties payments from performing rights
 (3) societies such as ASCAP and BMI, Sunbow utilizes
 (4) and utilized at relevant times entities known as
 (5) Starwild and Wildstar."
 (6) **MR. MONAGHAN:** Just to interrupt for
 (7) a second, they are also named as
 (8) defendants, I believe.
 (9) **MS. VALENCIA:** In the original
 (10) lawsuit?
 (11) **MR. MONAGHAN:** In the original
 (12) suit.
 (13) **MS. KITSON:** And did they appear?
 (14) **MR. MONAGHAN:** I don't think so.
 (15) **THE WITNESS:** Are they human
 (16) beings?
 (17) **MS. KITSON:** Even corporations can
 (18) appear.
 (19) **Q:** In regard to the sentence that I
 (20) just read, Miss Bryant, what is the basis for
 (21) your knowledge that Sunbow has utilized Starwild
 (22) and Wildstar for purposes of receiving
 (23) performing rights royalty payments from
 (24) performing rights societies?
 (25) **A:** Because the songs, feature songs,

Page 194

(1) **A. Bryant**
 (2) jingles and scores that I have written that are
 (3) in my catalog and have been for some time in my
 (4) catalog, many years have list the publisher,
 (5) next to it Starwild Music. On my — it used to
 (6) be more information on BMI forms, Starwild
 (7) Music, a statement who is the publisher. Look
 (8) in my catalog, it says Starwild Music or it says
 (9) Wildstar a song that Barry Harmon and I that
 (10) lists both Starwild and Wildstar because Barry
 (11) was ASCAP.
 (12) **Q:** And has Sunbow utilized Starwild and
 (13) Wildstar to collect publisher's royalties from
 (14) performing rights organizations or both
 (15) publisher's and writer's rights?
 (16) **A:** They're a publisher. They can't
 (17) call it writer's royalties.
 (18) **Q:** So they've only collected
 (19) publisher's royalties?
 (20) **A:** Yes.
 (21) **Q:** And is it your allegation that in
 (22) collecting publisher's royalties through
 (23) Starwild and Wildstar that Sunbow has collected
 (24) any monies that are due and owing to you?
 (25) **A:** No, not that they have collected it.

Page 195

(1) **A. Bryant**
 (2) **MR. MONAGHAN:** Testify to what you
 (3) know.
 (4) **A:** That they've diverted it to other
 (5) people than myself. They have control of the
 (6) paperwork and the ability to register, and they
 (7) registered these things over and over again and
 (8) diluted my equity in the songs that I've written
 (9) from the original registration. So I don't
 (10) think that Starwild and Wildstar directed back
 (11) to themselves. A publisher can only collect for
 (12) publishing.
 (13) **Q:** Right.
 (14) **A:** The writers collect for writing.
 (15) But Sunbow is in a position to submit these
 (16) registrations and reregistrations and cue sheets
 (17) and direct the flow of the money to other
 (18) people.
 (19) **Q:** In the collection of publisher's
 (20) royalties through Wildstar and Starwild you are
 (21) not alleging that those monies are due and owing
 (22) to you, the publisher's royalties?
 (23) **A:** No, I never had any claim on the
 (24) publishing royalties.
 (25) **Q:** Okay. And do Starwild and Wildstar

Page 196

(1) **A. Bryant**
 (2) collect writer's royalties from BMI?
 (3) **A:** Writer's royalties are distributed
 (4) to the writers.
 (5) **Q:** Okay. I'd like to go to paragraph 9
 (6) of the Complaint on page 4. And I'm referring
 (7) specifically to the last sentence in the
 (8) paragraph which reads "The foregoing arrangement
 (9) was established by Kinder, Griffin Bacal and
 (10) William Dobishinski through Tamad Incorporated
 (11) which administered and received the royalties
 (12) and then made distributions to the interested
 (13) parties."
 (14) Do you see what I'm referring to?
 (15) **A:** Yeah, but I have to read this in
 (16) context.
 (17) **MR. MONAGHAN:** Thank you.
 (18) **A:** It's a little confusing, I think.
 (19) But I can explain it if you want me to.
 (20) **Q:** Okay. Let me first ask you, Miss
 (21) Bryant, who is William Dobishinski?
 (22) **A:** He's an administrator, I think an
 (23) attorney — yes, he's an attorney who was an
 (24) administrator that Sunbow hired to administrate
 (25) very large amount of royalties, a lot of

Page 197

(1) *A. Bryant*
 (2) clearance forms, a lot of pieces of music,
 (3) several writers. And Starwild and Wildstar were
 (4) the publisher, so he worked for them.
 (5) Q: And what is Tamad Incorporated?
 (6) A: Tamad. It's television advertising
 (7) music something distribution, administration and
 (8) distribution, that's I think what it stood for.
 (9) MR. MONAGHAN: She is asked what
 (10) is —
 (11) Q: What is the business that they were
 (12) in?
 (13) MR. MONAGHAN: What's the
 (14) connection?
 (15) A: They were engaged in the business of
 (16) administrating royalties, making sure things
 (17) were cleared and registered and moved through,
 (18) and claimed for the writers and the publishers.
 (19) Q: So to the best of your knowledge
 (20) Dobishinski and Tamad were working for Sunbow?
 (21) A: Yes.
 (22) Q: Do you know who hired them?
 (23) A: I only know what Joe Bacal said
 (24) which was he said we hired an administrator to
 (25) work for a company, so I don't know who we is.

Page 198

(1) *A. Bryant*
 (2) We is Sunbow.
 (3) MR. MONAGHAN: That's his
 (4) testimony.
 (5) A: Excuse the English, we is.
 (6) Q: And to the best of your knowledge
 (7) what specific responsibilities did Dobishinski
 (8) and Tamad have in the administration of
 (9) royalties?
 (10) A: You got the name of the people who
 (11) were the writers of commercials and they cleared
 (12) and registered pieces of music with BMI and
 (13) ASCAP appropriately, inappropriately as directed
 (14) by their employer.
 (15) Q: As directed by Sunbow?
 (16) A: Sure. They didn't know. They
 (17) didn't know who wrote what. They're just on the
 (18) receiving end of information.
 (19) Q: Okay.
 (20) A: Somebody had to tell them there was
 (21) a song called The Transformers.
 (22) Q: And then would they fill in the
 (23) forms and would they send the forms to BMI?
 (24) A: Yes.
 (25) Q: Okay.

Page 199

(1) *A. Bryant*
 (2) A: And you can even see on some of
 (3) these things that we were going to give to you
 (4) that my name on some of these statements it says
 (5) "Anne Bryant — Bill Dobishinski or Tamad Music
 (6) in trust for Anne Bryant." It like went to the
 (7) lawyer and then he divided everything and then
 (8) issued the checks.
 (9) Q: Okay.
 (10) A: Some of them it says that.
 (11) Q: Did you have any contact with
 (12) William Dobishinski during the process of his
 (13) administering the royalties?
 (14) A: Yeah, I only met Bill twice. He
 (15) lived in California.
 (16) Q: Would you speak with him regarding
 (17) the registration of your compositions?
 (18) A: No, there wasn't really much problem
 (19) with anything that he was doing that I knew of.
 (20) Q: To the best of your knowledge did
 (21) Ford Kinder have contact with him?
 (22) A: Well, I don't know how much Ford
 (23) talked to him.
 (24) Q: Would Joe Bacal have contact with
 (25) him?

Page 200

(1) *A. Bryant*
 (2) A: I wouldn't know. Sunbow would have
 (3) had contact with him.
 (4) Q: Do you know who from Sunbow would
 (5) have had contact with him?
 (6) A: It's only a guess.
 (7) Q: Did you have an opportunity to check
 (8) or review the work that he did on your behalf —
 (9) A: No.
 (10) Q: — in the administration of
 (11) royalties?
 (12) A: No, but I did get statements from
 (13) BMI, and if they were missing pieces I would
 (14) pick up the phone and say hey, what about, how
 (15) come that is not registered.
 (16) Q: And would you pick up the phone and
 (17) call Mr. Dobishinski or would you call BMI or
 (18) someone else?
 (19) A: I would call Bill Dobishinski, yeah.
 (20) Q: And did you have —
 (21) A: I'd call his office and say we're
 (22) concerned about this item or that doesn't
 (23) appear. And he might say oh, you'll see that in
 (24) the next six-month statement, that didn't go on
 (25) the air long enough yet or we haven't claimed

Page 201

Page 203

(1) **A. Bryant**

(2) that yet. So there's usually little things,
 (3) explanations for that, that kind of thing.
 (4) **Q:** And did you have occasion to do that
 (5) during your association with Sunbow?
 (6) **A:** Yes, but at that point it became a
 (7) problem where Bill Dobishinski's office got hit
 (8) with the earthquake. Remember that earthquake
 (9) in 1993? But for about a year preceding that
 (10) earthquake he started moving all the time and I
 (11) couldn't get him on the phone. And what was
 (12) happening was I wasn't getting copies of my
 (13) actual statement. I was just kind of getting a
 (14) wrap up sheet, here's what we got, we're giving
 (15) this to Ford, we're giving this to you, and it
 (16) was very incomplete and I didn't like that. I
 (17) don't like you not sending me an actually copy
 (18) of the BMI statement, you know. And so that's
 (19) when I tried to find him.

(20) Then he got hit with the earthquake
 (21) and you could never find the guy. Fax machine,
 (22) everything was changed. You call him on the
 (23) mobile phone that never worked. Very weird.
 (24) This company that seemed to be so organized
 (25) suddenly fell apart.

Page 202

(1) **A. Bryant**

(2) **Q:** Approximately how many occasions did
 (3) you take the opportunity to call him to discuss
 (4) any problems with your royalties?
 (5) **A:** I didn't really have very many
 (6) problems with my royalties at all. It was just
 (7) around 1992 he had a turnover in his staff and I
 (8) didn't like the way — the documentation they
 (9) were sending me back. And then the State of
 (10) California because of this arrangement sent me a
 (11) tax bill for \$50,000, not a nice day, and
 (12) threatened to put a lien on my home because of
 (13) this arrangement with Dobishinski that
 (14) Sacramento was picking up as California income
 (15) that I wasn't declaring. But I lived in New
 (16) York.

(17) So I finally was able to track
 (18) Dobishinski down and get a letter to the IRS
 (19) people in California and that was a little bit
 (20) of contact. But I didn't have much contact with
 (21) Bill. We straightened that out, of course.

(22) **Q:** Would you say that you contacted him
 (23) in this regard ten or fewer times?

(24) **A:** Oh, certainly fewer than 10.

(25) **Q:** Five or fewer times?

A. Bryant

(2) **A:** I'd say at least five times, you
 (3) know, in regards to everything. I didn't see
 (4) him much or talk to him.

(5) **Q:** What specific responsibilities did
 (6) Dobishinski and Tamad have in regard to
 (7) receiving the royalty payments and making
 (8) distribution?

(9) **A:** Well, Ford Kinder and I were 50/50
 (10) partners, so these checks went to Bill — I
 (11) don't know how it's called like in trust or
 (12) something like that.

(13) **MR. MONAGHAN:** Escrow?

(14) **THE WITNESS:** My statements were
 (15) produced like that.

(16) **MR. MONAGHAN:** Care of?

(17) **A:** And he would deposit it in his
 (18) attorney's account, I guess, some kind of
 (19) attorney's account. Is that what you would call
 (20) it? And he would look at the titles and make
 (21) sure that Ford got half and I got half and he'd
 (22) send — but he'd get, you know, a percentage
 (23) from us, too. He was like the Garden State
 (24) Parkway, he got you coming and going, charged
 (25) the publisher and then charged a little to the

Page 204

A. Bryant

(2) writer too, but it was convenient. I mean, we
 (3) didn't have anything to say about it. He was
 (4) the publisher's administrator, you know.

(5) **Q:** Were you ever given an accounting of
 (6) royalties by Dobishinski or Tamad?

(7) **A:** I had my statements.

(8) **Q:** Were royalty payments ever paid to
 (9) Kinder Bryant as an entity?

(10) **A:** No, not to my knowledge. They don't
 (11) pay corporations.

(12) **Q:** Okay. Then I'd like to move on to
 (13) paragraph 10. And paragraph 10 states "through
 (14) its employees, agents and principals, including
 (15) but not limited to Jules "Joe" Bacal, Sunbow was
 (16) involved in and received financial benefits from
 (17) musical compositions and musical cues which were
 (18) formerly registered in plaintiff's BMI account
 (19) which subsequent to 1993 were altered and
 (20) reregistered in a manner to benefit Kinder,
 (21) Griffin Bacal and Bacal and Sunbow both before
 (22) and after said settlement."

(23) Do you see that?

(24) **A:** Um-hum, I see that, yes.

(25) **Q:** What do you mean when you say Sunbow

Page 205

(1) **A. Bryant**
(2) was involved in and received financial benefits
(3) from musical compositions and musical cues that
(4) were formerly registered in plaintiff's BMI
(5) account?
(6) **A:** Well, there was a mass
(7) reregistration and reorganization via —
(8) reorganization of titles via new registration in
(9) 1993. Hundreds of titles were registered, I
(10) call them reregistered, on 6/19/93. It's in
(11) Starwild's catalog which you've asked for a copy
(12) of that. Lots went on that day. And a lot of
(13) changes from the original registrations.
(14) We showed you all the 100 percent.
(15) Now that went on to other people. It went in
(16) different percentages. And some of the shows
(17) people were underscore composers who were
(18) working for royalties as opposed to fees.
(19) Unfortunately both Joe Bacal and Ford Kinder had
(20) some of the percentages moved into their name.
(21) I don't know by who but Sunbow had control of
(22) the paperwork. So that's what I mean. Things
(23) that benefited them directly or benefited Sunbow
(24) by saving them money or making them money.
(25) **Q:** And who do you allege that Sunbow

Page 206

(1) **A. Bryant**
(2) acted through in order to accomplish these
(3) things?
(4) **A:** Sunbow is it. Sunbow has the
(5) paperwork. Bill Dobishinski was an
(6) administrator. Somebody had to give him the
(7) paperwork.
(8) **Q:** Do you know who that person is?
(9) **A:** Have no idea.
(10) **Q:** Okay.
(11) **A:** Who does that? I would think that
(12) after all this time Joe Bacal would have said
(13) who did that. Was it a secretary? Was it a
(14) partner? I don't know who did it.
(15) **Q:** In paragraph 10 where you state you
(16) refer to musical compositions and musical cues
(17) formerly registered in plaintiff's BMI
(18) account, do you refer to — are you referring to
(19) the list of compositions at issue in this case
(20) that we discussed before?
(21) **A:** Yes.
(22) **Q:** And I can read them out loud if you
(23) want me to.
(24) **A:** If you want to.
(25) **Q:** Let me just say and by that I mean

Page 207

(1) **A. Bryant**
(2) Transformers, G.I. Joe, The Jem Theme, My Little
(3) Pony and Friends, My Little Ponies, Visionaries,
(4) Inhumanoids and Robotics, possibly Inhumanoids?
(5) **A:** Possibly Inhumanoids. That's more
(6) about the mechanicals.
(7) **Q:** Right.
(8) **A:** And Visionaries — no, Visionaries
(9) is about performance rights, that's right.
(10) Okay, who do you want me to answer that about,
(11) Sunbow?
(12) **Q:** I'm just asking you if in this
(13) paragraph where you say "from musical
(14) compositions and musical cues which were
(15) formerly registered in plaintiff's BMI account,
(16) that is the universe of compositions that you're
(17) referring to there?
(18) **A:** Right, as each apply to the
(19) different defendants or all of them apply to —
(20) I think all of them apply to Sunbow.
(21) **Q:** And you allege in paragraph 10 that
(22) subsequent to 1993 the compositions you named
(23) were altered and reregistered in a manner to
(24) benefit Kinder, GBI, Bacal and Sunbow both
(25) before and after your settlement of the 1991

Page 208

(1) **A. Bryant**
(2) suit.
(3) **MS. KITSON:** You know, we've gone
(4) through most of this before. I'm going to
(5) withdraw that question since we've gone
(6) through most of the information
(7) previously.
(8) **Q:** Do you have in your possession any
(9) documents that show that it was Sunbow that
(10) affected the allege reregistration of your
(11) compositions?
(12) **A:** I'm not privied to that. They have
(13) the paperwork.
(14) **Q:** Sunbow has the paperwork, is that
(15) what you mean?
(16) **A:** Yes, they control it and who they
(17) designate to turn it in, register it, clear it,
(18) I really don't know the individual who is
(19) charged with that.
(20) **Q:** On what document or evidence do you
(21) rely when you say that Sunbow affected the
(22) reregistrations?
(23) **A:** Okay, Sunbow controls Starwild,
(24) Starwild is a publishing arm of Sunbow. A
(25) little while ago I read to you Robots in

Page 209

Page 211

(1) *A. Bryant*
(2) Disguise 100 percent, My Little Pony 100
(3) percent. I have those documents showing the way
(4) things were listed, you know. And we also have
(5) the altered registrations.
(6) Now, Sunbow has the paperwork.
(7) Sunbow is Starwild. Starwild is their
(8) publishing arm and Sunbow puts in that
(9) information. So in between the way it was and
(10) the way it became, it had to go through Sunbow.
(11) Q: But you don't have any documents
(12) that show that it in fact did go through Sunbow?
(13) A: Well, we do have some. I think we
(14) have the cue sheets that show Carole Weitzman as
(15) the responsible producer. I think we have some
(16) of those registrations. We pulled on that show
(17) Sunbow registering people who work — Lyse
(18) Goyette I remember on one of them. It came from
(19) them. Writers aren't allowed to do this.
(20) Q: And these are the cue sheets we
(21) previously requested.
(22) A: Um-hum.
(23) Q: Okay.
(24) MR. MONAGHAN: Sony is on the
(25) electronic clearance?

Page 210

Page 212

(1) *A. Bryant*
(2) THE WITNESS: Sony is on the
(3) electronic clearance and I don't know when
(4) Sunbow sold Wildstar or Starwild to Sony.
(5) I don't know when that happened. It
(6) happened at some point, some of the
(7) catalogs were sold, I think.
(8) Q: You have electronic clearance forms?
(9) A: Yes.
(10) Q: Have they been produced?
(11) A: Yeah, we have those.
(12) MR. MONAGHAN: We have those, some.
(13) REQ MS. KITSON: We ask that they be
(14) produced to the extent that they haven't
(15) previously been produced.
(16) A: We only asked for a few.
(17) MR. MONAGHAN: I think they're
(18) attached to the motion papers.
(19) MS. KITSON: Is that the entire —
(20) MR. MONAGHAN: In Anne's response,
(21) Anne's affidavit in opposition to the
(22) motion to dismiss.
(23) Q: And moving on to paragraph 11 of the
(24) complaint —
(25) MR. MONAGHAN: We've we covered this,

(1) *A. Bryant*
(2) didn't we?
(3) MS. KITSON: You know, we probably
(4) believe did. So we'll skip that.
(5) Q: Miss Bryant, in paragraph 11 you
(6) indicate at the end of the paragraph that "set
(7) forth hereafter are compositions utilized in
(8) various Sunbow Productions and videos which have
(9) used plaintiff's music without approval or
(10) compensation." And you list G.I. Joe,
(11) Transformers, Visionaries, Jem and My Little
(12) Pony.
(13) Why is My Little Pony and Friends
(14) excluded from that list?
(15) A: I think it's sort of meant to be
(16) like the umbrella My Little Pony. I think that
(17) was a mistake or...
(18) Q: And why is Robotics missing from
(19) that list?
(20) A: That's about mechanicals, isn't it?
(21) Isn't that about mechanicals? I don't know.
(22) What's going on with Robotics with mechanicals?
(23) And Inhumanoids I got an e-mail about. I just
(24) found out that Inhumanoids you could buy a DVD
(25) on that. So that would be subsequent from when

(1) *A. Bryant*
(2) this was written. That happened in the last
(3) couple of months.
(4) Q: Moving on to paragraph 12 of the
(5) complaint. Paragraph 12 reads "Bryant attempted
(6) diligently to determine the background facts
(7) concerning this reregistration, but BMI failed
(8) and refused to provide relevant information
(9) until in or about May of 2000. And plaintiff
(10) then sought to review and analyze the
(11) information."
(12) By what means did you attempt to
(13) determine the background facts of the
(14) reregistration?
(15) A: I called and I was given the name —
(16) I called the office, Greg Bob, and I spoke to
(17) his assistant. Her name was Lisa Turner. And I
(18) told her the problem, that I looked at my
(19) catalog online for the first time, somebody told
(20) me it was online. I thought how exciting. And
(21) G.I. Joe was missing. And she was his
(22) assistant. And when I told her that she said
(23) well, let me just go in the computer. He was
(24) out to lunch and she went in the computer and
(25) she went "oh, my God, this was a writer change

Page 213

A. Bryant

(1) and nobody notified you of that?" We never had
(2) writer changes at BMI which I was told is the
(3) case. She said "you have to have been notified,
(4) this illegal." She said too much.

(5) Then she told me to write to Charlie
(6) Feldman and she gave me different people to
(7) write to in his department. And he was the vice
(8) president, I think, in the legal department.
(9) And I wrote to him with copies of statements. I
(10) talked to his secretary. Charlie's statement —
(11) Charlie's secretary was Maggie I remember. And
(12) then I wrote to him and with a copies of
(13) everything and he didn't even answer me. And I
(14) wrote to him again six weeks later and I copied
(15) what I had already written to him. He still
(16) didn't answer me. And then I got him on the
(17) phone one day and he blew me off.

(18) He told me that Sunbow — Starwild
(19) was — you know, they didn't even have any
(20) titles in their catalog. It was a defunct
(21) company and they have been out of business for
(22) years is what he told me. It didn't make any
(23) sense to me.

(24) And then I met somebody who advised

Page 214

A. Bryant

(1) me at a party who advised me to try to write to
(2) John Marcillo over there. And I sent John
(3) Marcillo copies of everything that I had from
(4) the beginning and didn't hear from him. And I
(5) kept it going on and finally I came to Patrick
(6) this was two years, two years they didn't even
(7) send me a copy of my own catalog.

(8) Q: Are all the people you just
(9) mentioned Greg Bob, Lisa Turner, Tony Feldman,
(10) Maggie and Marcillo, are they all employees at
(11) BMI to the best of your knowledge?

(12) A: Yes, they were.

(13) Q: And when did you begin these
(14) efforts?

(15) A: I discovered my catalog was in
(16) strange shape at the end of 1997 quite by
(17) accident.

(18) Q: And that's when you began to contact
(19) BMI in regard to the —

(20) A: Well, there seemed to be two titles
(21) missing from my catalog online, G.I. Joe and My
(22) Little Pony. So those are big titles. So I
(23) inquired, you know.

(24) Q: Moving on to paragraph 14 of the

Page 215

A. Bryant

(1) complaint, paragraph 14 reads "Bryant has no way
(2) of knowing the extent to which the royalties and
(3) payments otherwise due her have been wrongly
(4) paid to other persons including defendant
(5) Sunbow."

(6) Miss Bryant, to the best of your
(7) knowledge other than Sunbow, who else do you
(8) allege has received royalties and payments due
(9) to you?

(10) MR. MONAGHAN: Well, what kind of
(11) royalties, performance?

(12) MS. KITSON: Let's go with
(13) performance royalties first.

(14) MR. MONAGHAN: Well, she's covered
(15) that in her testimony when she went over
(16) the listings and said —

(17) Q: Are those the individuals to whom
(18) credit was given?

(19) A: Ford Kinder and Joe Bacal, but
(20) others — other unknowns. I only can see what's
(21) there. I can't see what's not there. But I see
(22) a gaping hole between my royalty and the
(23) publisher's royalty. It tells me a lot of
(24) writer's were paid or writers were paid a lot.

Page 216

A. Bryant

(1) Q: Okay. What about mechanical
(2) royalties?

(3) A: I have no way of knowing how much
(4) they are.

(5) Q: Or to who else they may have been
(6) paid?

(7) A: Right.

(8) Q: Okay. Turning to paragraph 15,
(9) paragraph 15 says "Absent a full and accurate
(10) accounting from defendant Sunbow of the monies
(11) generated through the use of various
(12) compositions, plaintiff Bryant has no way of
(13) knowing the extent to which she has been
(14) damaged. Plaintiff estimates, however, that
(15) said damage is in excess of \$500,000."

(16) MR. MONAGHAN: She covered that.

(17) MS. KITSON: Okay.

(18) Q: The question I have is, by the
(19) phrase "the monies generated through the use of
(20) various compositions," in that phrase what uses
(21) are you alleging that Sunbow has generated these
(22) monies through?

(23) A: Okay, let me just read this one more
(24) time. I know what you're saying, I just want to

Page 217

Page 219

[1] *A. Bryant*
[2] be very clear about it.
[3] Q: Okay.
[4] MR. MONAGHAN: Objection to the form
[5] of the question. It's repetitive. We're
[6] going over the same ground now.
[7] THE WITNESS: Should I answer or not
[8] answer?
[9] Q: You can answer.
[10] THE WITNESS: Or don't answer?
[11] Q: You can answer.
[12] MR. MONAGHAN: Go ahead, answer one
[13] more time.
[14] A: Performance royalties, royalties,
[15] which is broadcast music, music that's aired,
[16] and mechanical royalties of use of music that I
[17] wrote that's attached to mechanical items, CDs,
[18] DVD, VHSs, video games, cassette tapes, VHSs,
[19] mechanical. So it's broadcast royalties,
[20] performance rights royalties, mechanical
[21] royalties.
[22] Q: Okay. And so then the mechanical
[23] royalties that you believe you are owed would
[24] come through what you believe are Sunbow's
[25] production and distribution of the various types

[1] *A. Bryant*
[2] testified how you believe Sunbow profits
[3] through the use of your compositions.
[4] THE WITNESS: There's a distinction
[5] between the mechanical in which the
[6] producer does pay a royalty and the
[7] broadcast where all that happens is that
[8] royalties are claimed out of a fund that's
[9] collected for the use of music that's
[10] broadcast.
[11] Q: And are those public performance
[12] royalties?
[13] A: I don't know what they're called.
[14] Every television network and cable station at
[15] the end of the day has a certain number of
[16] minutes of music that have been logged for which
[17] in prime time and not prime time and overnight
[18] and different categories, and they have to
[19] contribute money for the use of music that they
[20] air. And it's all weighted by the number of
[21] subscribers or people and they put that into the
[22] broadcaster's funds.
[23] Our job as writers, administrators,
[24] publishers is to claim the part that says well,
[25] those two minutes were mine, so the money is

Page 218

Page 220

[1] *A. Bryant*
[2] of media that you just listed?
[3] A: Yes.
[4] Q: Okay. And the sale of those media?
[5] A: Yeah, we're talking about mechanical
[6] items.
[7] Q: And for performance royalties, do
[8] you believe that — so your allegation that
[9] Sunbow has broadcast these shows using your
[10] compositions and you have not been compensated
[11] for that?
[12] A: I think it's very important that I
[13] explain this because I think you're missing the
[14] point.
[15] MR. MONAGHAN: That's okay.
[16] A: I have to put this on the record
[17] somewhere, Pat. This is not coming out of
[18] Sunbow's pocket, these royalties. They're
[19] coming out of the broadcaster's pocket. And
[20] they're diverting them to other writers. It's
[21] not like Sunbow has to pay me a royalty on
[22] broadcast royalties. It's coming out of CBS,
[23] NBC and ABC and all the broadcaster fund.
[24] That's where royalties are paid.
[25] MR. MONAGHAN: But you've already

[1] *A. Bryant*
[2] already collected and so I get money for those
[3] two minutes and my publisher gets money for
[4] those two minutes. The publisher doesn't pay
[5] me. The publisher dips into the same pot with
[6] me. The difference between me and the publisher
[7] is the publisher has the ability to put in
[8] somebody else's name to claim my part. That's
[9] the difference. It's not that Sunbow has to pay
[10] me. They can change their information about
[11] which writer collects.
[12] MR. MONAGHAN: We also have a ruling
[13] by the court that there may be an identity
[14] of interest between Bacal individually and
[15] Sunbow. The court has said in its most
[16] recent opinion that fails to see why to
[17] achieve justice cannot permit plaintiff in
[18] essence to pierce the corporate veil, find
[19] such an identity between Bacal and Sunbow,
[20] that Bacal's relationship with plaintiff
[21] is the same as Sunbow's relationship to
[22] plaintiff, and thereby permit plaintiff to
[23] recover any financial benefit that has
[24] been wrongfully conferred about Sunbow."
[25] So the questions that seek to

Page 221

A. Bryant

[1] segregate the parties are somewhat — I
 [2] understand why you're asking them, and I'm
 [3] not saying you don't have the right to ask
 [4] them, but in the context of the case in
 [5] the posture it's in now, for her purposes
 [6] Bacal may be Sunbow and Sunbow may be
 [7] Bacal. And certainly Bacal was collecting
 [8] performance rights royalties to which he
 [9] was not entitled and so alleged in the
 [10] complaint and so identified by the
 [11] plaintiff in the course of her testimony.
 [12] MS. KITSON: May I look at a copy of
 [13] the decision? I did not understand that to
 [14] be a ruling by the court that there is an
 [15] identity of interest, but rather that the
 [16] court stated that if plaintiff was able to
 [17] establish that Bacal's relationship with
 [18] Sunbow had been such that he exercised
 [19] complete domination and control thereof,
 [20] that then upon that proof that there may
 [21] be a piercing of the corporate veil. I
 [22] did not understand there to be a ruling,
 [23] but at this point there was an identity of
 [24] interest.

Page 222

A. Bryant

[1] MR. MONAGHAN: Well, we can fence
 [2] about that. Certainly we've alleged it.
 [3] We put the testimony before the court and
 [4] the court has certainly raised that as a
 [5] legitimate issue to be pursued by the
 [6] plaintiff. I don't think there can be a
 [7] serious dispute about that.
 [8] MS. KITSON: No.
 [9] MR. MONAGHAN: Okay. And that's why
 [10] I'm saying these questions are — that
 [11] seek to differentiate, if you will,
 [12] Sunbow's role from the role of other
 [13] defendants may not be totally, how shall I
 [14] say — they may be somewhat misleading.
 [15] The record may be, not that you're
 [16] attempting to mislead, but the record may
 [17] not be clear because the allegation is
 [18] that Bacal was in control of Sunbow and
 [19] Bacal was in control of Starwild and
 [20] Wildstar and there was a community or
 [21] identity of interest.
 [22] MS. KITSON: As that has not been
 [23] established as of yet through the proof,
 [24] that still has to be presented to the

Page 223

A. Bryant

[1] court for a ruling, I still think it's in
 [2] my client's interest for me to pursue the
 [3] line of questioning that does —
 [4] MR. MONAGHAN: Sure —
 [5] MS. KITSON: — highlight
 [6] differentiation.
 [7] MR. MONAGHAN: But you are going
 [8] over the complaint with my client and we
 [9] all know the lawyers draw the complaint.
 [10] MS. KITSON: Well, yes, but I'm
 [11] trying to understand the allegations in
 [12] the complaint which are — you know, it's
 [13] filed on your client's behalf and that's
 [14] all I'm trying to do —
 [15] MR. MONAGHAN: That's fine.
 [16] MS. KITSON: — is just clarify.
 [17] MR. MONAGHAN: That's fine.
 [18] Q: Under the first calls of action
 [19] which is on page 6, paragraphs 2 and 3 read
 [20] "Sunbow has been involved in the production,
 [21] distribution and sale of television" — do you
 [22] know what, hold on one second.
 [23] I have only one question about this
 [24] part and it's only in paragraph 2. So let me

Page 224

A. Bryant

[1] withdraw the previous question and just refer
 [2] Miss Bryant to the end of paragraph 2 and ask
 [3] simply who is Monroe Michaels?
 [4] A: Monroe Michaels is an alias for a
 [5] man named Andy Heyward who is a major animation
 [6] television show producer. And he has a show —
 [7] a company called — production company called
 [8] DIC. DIC and he produces animated television
 [9] shows. And he produced episodes of the G.I. Joe
 [10] Show, quite a lot of them. And the period that
 [11] his company produced the G.I. Joe Show all of
 [12] the music for G.I. Joe was then listed to Monroe
 [13] Michaels as the composer. And Monroe Michaels
 [14] is Andy Heyward.
 [15] So, he is a producer who obviously
 [16] either wrote entirely new music for all of those
 [17] shows and threw out a very famous theme piece or
 [18] he claimed to have written it for that period of
 [19] time.
 [20] Q: And on page 8 under the second cause
 [21] of action —
 [22] A: One other thing, we asked Sunbow to
 [23] please give us copies of the theme that Monroe
 [24] Michaels wrote. We asked for that many times.

Page 225

(1) *A. Bryant*
(2) MS. KITSON: Right. That was in
(3) your document request.
(4) Q: Paragraph 2 states that "defendant
(5) Sunbow has received and will continue to receive
(6) credit and monies for the exploitation of
(7) musical compositions authored by plaintiff
(8) including The Transformers, My Little Pony, G.I.
(9) Joe and Jem, and is thereby unjustly enriched to
(10) the detriment of plaintiff. Such credits and
(11) monies are paid by third parties including but
(12) not limited to BMI and possibly ASCAP, another
(13) performing rights society or other third parties
(14) unknown to plaintiff."
(15) MR. MONAGHAN: We can't say anymore
(16) about this subject and that's it.
(17) A: I think I say it really well. I'm
(18) trying to remember how I said it a half hour
(19) ago.
(20) MR. MONAGHAN: If you're talking
(21) about the performing rights —
(22) Q: I'm talking about whether you refer
(23) to credit or credits, what is it that you're
(24) referring to there, the idea of credit or
(25) credits?

Page 226

(1) *A. Bryant*
(2) A: If a lot of money is being paid to
(3) Anne Bryant to Transformers and we can take that
(4) money and divert it to Jim, Joe, and Ed, Anne
(5) has made enough already, we can save ourselves
(6) having to pay Jim, Joe, and Ed a salary for
(7) writing these underscore episodes. That's in a
(8) way that a credit would be directed by them in
(9) such a way as to cause them to save money.
(10) Q: Do you mean writer's credit?
(11) A: Yes.
(12) Q: Okay.
(13) A: If they divert it to other people —
(14) Q: Okay, that was my entire question.
(15) Have you identified any other third parties that
(16) you allege have paid Sunbow for the exploitation
(17) of your music —
(18) A: This company, Kid Rhino I would
(19) assume — can you assume? I don't know.
(20) Somebody got a license to do this, licensing
(21) fee. And Sony got the catalog, right, so it's
(22) Sony. And I know that there were releases of
(23) the music from the Transformers movie, DVD
(24) releases and CD releases. So... I don't know
(25) who the record company was, though, for the

Page 227

(1) *A. Bryant*
(2) music.
(3) MS. KITSON: That's all for the
(4) complaint, and I have just a few other
(5) questions actually much of which we've
(6) gone over during the course of today, so
(7) I'm just going to quickly skim through
(8) what I have.
(9) Q: Did BMI or any other party or any
(10) third party produce to you a catalog — strike
(11) that.
(12) MR. MONAGHAN: You have a request
(13) into us for whatever catalogs we got.
(14) MS. KITSON: We do have Miss
(15) Bryant's catalog, so that does not need to
(16) be reproduced.
(17) MR. MONAGHAN: We showed you
(18) Wildstar. Wildstar we may have.
(19) MS. VALENCIA: It's right there.
(20) THE WITNESS: And then the
(21) subpoenas, the statements.
(22) MS. KITSON: And we requested the
(23) cue sheets that had been produced to you
(24) listing Carole Weitzman as the contact
(25) person.

Page 228

(1) *A. Bryant*
(2) MR. MONAGHAN: Clearance forms.
(3) MS. KITSON: Right.
(4) Q: In defendant Bacal's answers and
(5) objections to plaintiff's first set of
(6) interrogatories, plaintiff's 36 interrogatory
(7) refers to cue sheets being attached. Defendant
(8) Bacal's answer states that the reference cue
(9) sheets were not attached to the copies of the
(10) interrogatories served on his attorney.
(11) Have those cue sheets been produced
(12) or are they the cue sheets that we've previously
(13) made — do they refer to the same cue sheets
(14) that we've made a request for?
(15) MR. MONAGHAN: No.
(16) MS. KITSON: To the extent that they
(17) may be different, we request the
(18) production.
(19) MR. MONAGHAN: But I think you've
(20) seen some on the motions.
(21) MS. KITSON: I have not seen any cue
(22) sheets.
(23) THE WITNESS: They're not
(24) different. I don't know if they're the
(25) same ones.

Page 229

A. Bryant

(1) Q: If paragraph 5, Miss Bryant, of your
(2) affidavit opposing defendant Sunbow's motion to
(3) dismiss the amended complaint, you said you have
(4) reviewed the BMI printouts of changes and can
(5) advise the court that in 1998 at or about the
(6) time of the transfer of Sunbow by Bacal to Sony
(7) Entertainment that there were many changes made
(8) at BMI.

(9) What is the BMI printout of changes
(10) to which you refer?

(11) A: The thing that we just went through,
(12) my catalog.

(13) Q: Your catalog?

(14) A: It shows it right there. Every
(15) catalog shows it.

(16) Q: Okay. And, Miss Bryant, during the
(17) course of this litigation, did you have occasion
(18) to meet with any attorney from BMI?

(19) A: Yes, I met with Judith Saffer.

(20) Q: And when was that, this meeting?

(21) A: In October of 2000.

(22) MR. MONAGHAN: You actually remember
(23) the date.

(24) Q: Who was present at the meeting?

Page 230

A. Bryant

(1) A: Judith Saffer and Allison Smith.

(2) Q: Anyone else?

(3) A: Patrick and myself.

(4) Q: At that meeting did you discuss the
(5) alteration and reregistration of your
(6) compositions in your BMI catalog?

(7) A: Yes.

(8) Q: What was the explanation given by
(9) the representatives of BMI regarding the alleged
(10) reregistrations?

(11) MR. MONAGHAN: Well, which
(12) representative?

(13) Q: Did Judith Saffer offer an
(14) explanation regarding the reregistrations?

(15) A: No, she was an apologist, I think,
(16) in the situation saying well, we have no way of
(17) knowing if it's not a completely different song,
(18) how can we tell is what she said. Where Allison
(19) Smith had some different answers.

(20) Q: What was Ms. Smith's answers?

(21) A: She made light of the background
(22) cues, "it's just a couple of little cues,"
(23) which, by the way, are the biggest royalties
(24) that there are. And said, you know, that I

Page 231

A. Bryant

(1) never really had these things registered in my
(2) name. And that 6/19/1993 was where hundreds of
(3) registrations went in and things changed around
(4) tremendously and I lost a lot of percentage of
(5) my writer share. She said that was just a
(6) system change for BMI, that every writer's
(7) catalog at BMI would show some kind of a change
(8) on that date. And that's when I first said to
(9) her, I said "did Billy Joel lose Just The Way
(10) You Are? What kind of system is this that causes
(11) people to lose so much of the value of their
(12) catalog?" So she also revealed that the jingle
(13) had — database was a separate database and we
(14) were never able to get it. And she told us that
(15) cue sheets were a legitimate way to register
(16) works, you didn't have to have a registration
(17) form. But she said, as she did in her —
(18) possession, as it does in the rule book, that
(19) it's the way that you can register a piece of
(20) music written for television, written
(21) specifically for television, not a pre-existing
(22) piece. So all of these were pre-existing pieces
(23) of music and they were using cue sheets to
(24) register them again, and so they were brand new

Page 232

A. Bryant

(1) compositions.

(2) MR. MONAGHAN: Okay. The question
(3) was just what she said.

(4) THE WITNESS: That's what she
(5) revealed.

(6) Q: Her explanation —

(7) MR. MONAGHAN: But I'm going to put
(8) an objection on the record that it's all
(9) hearsay by Allison Smith. It has no
(10) relevance.

(11) A: Allison Smith is a bullshit artist.

(12) Q: What did the representatives from
(13) BMI tell you with regard to the right of
(14) copyright owners of television shows to make
(15) variations in the music used in the shows?

(16) A: They didn't say anything about that.

(17) MR. MONAGHAN: Well, objection. I
(18) object to the question anyway.

(19) Q: Did the representatives from BMI
(20) tell you anything in regard to the right of
(21) copyright owners of television shows to change
(22) writer's credit?

(23) MR. MONAGHAN: Object to the
(24) question. It calls for some sort of an

Page 233

(1) **A. Bryant**
(2) analysis of legal conclusions made by
(3) others which has no bearing on the case
(4) and may be totally incorrect. I don't
(5) remember any discussion of that anyway.
(6) **A:** No, there was no discussion like
(7) that. They better not do that to me.
(8) **Q:** Did the representatives from BMI
(9) tell you anything with regard to the
(10) registration of writers credit for the G.I. Joe
(11) theme?
(12) **A:** They said there was no writer
(13) change.
(14) **Q:** Did they tell you that you had never
(15) been listed as a writer on that composition?
(16) **A:** Yes, they said just a few little
(17) cues which amounted to a couple hundred thousand
(18) dollars.
(19) **MR. MONAGHAN:** We're not claiming
(20) that Miss Bryant wrote G.I. Joe. You're
(21) aware of that?
(22) **MS. KITSON:** Yes..
(23) **DIR Q:** Did the representative from BMI tell
(24) you anything with regard to explaining why you
(25) may have experienced a diminishment of royalty

Page 234

(1) **A. Bryant**
(2) income in the 1990s?
(3) **MR. MONAGHAN:** Okay, that's it for
(4) this line. I can't take anymore of these
(5) questions. I'm going to direct her not to
(6) answer any more questions about that
(7) meeting which occurred years ago, and it
(8) was in the context of sort of a settlement
(9) meeting in the first place, to settle
(10) issues with BMI. So I don't see how it's
(11) particularly relevant.
(12) **MS. KITSON:** Well, the meeting was
(13) neither privileged nor — the meeting was
(14) not privileged, and Allison Smith comments
(15) extensively on the meeting in her
(16) affidavit which was submitted within the
(17) context both of Ford Kinder's dismissal
(18) motion and Joe Bacal's summary judgment
(19) motion. And since Sunbow was not a party
(20) to the case at that point, I'm interested
(21) in probing what Miss Bryant recalls about
(22) the meeting and what she recalls being
(23) said.
(24) **MR. MONAGHAN:** I understand you're
(25) interested in it, but I don't see how it

Page 235

(1) **A. Bryant**
(2) sheds any light in the issue in this case,
(3) what self-serving statements are made by
(4) BMI which is a defendant in the case
(5) anymore than what any other defendant
(6) would say in support of its position. It
(7) doesn't help. It doesn't enlighten
(8) anybody. It doesn't go to the central
(9) issues in the case about the
(10) reregistrations in terms of Miss Bryant's
(11) interest being reduced wrongfully.
(12) **MS. KITSON:** I don't believe that
(13) the question as I posed it asks Miss
(14) Bryant to explain to me what BMI's
(15) position was. But just rather to —
(16) **MR. MONAGHAN:** Well, it does,
(17) because it asks what they said.
(18) **MS. KITSON:** I asked did they tell
(19) you anything in regard to explaining why
(20) you may have experienced a diminishment of
(21) royalty in the 1990s. The question as
(22) posed does not require her to explain
(23) BMI's position.
(24) **MR. MONAGHAN:** It's still hearsay
(25) and wouldn't be admissible at trial. You

Page 236

(1) **A. Bryant**
(2) couldn't ask this witness on the stand did
(3) they say this.
(4) **MS. KITSON:** But I can ask her here
(5) if they said something.
(6) **MR. MONAGHAN:** But it's pointless
(7) and a waste of time and it's 25 after 5.
(8) And I don't see how — why we have to sit
(9) here and ask about hearsay statements made
(10) by other defendants and it's happened a
(11) couple years ago. It just doesn't — it's
(12) not helpful. So I'm going to direct her
(13) not to answer. If you want to try for a
(14) ruling, please go ahead.
(15) **MS. KITSON:** And are you claiming
(16) privilege in directing her not to answer?
(17) **MR. MONAGHAN:** I'm claiming that it
(18) was a discussion, a settlement discussion
(19) at the time of issues between BMI and the
(20) plaintiff. And, yes, courts usually don't
(21) like to let people get into settlement
(22) discussions.
(23) **MS. KITSON:** Okay. It would not be
(24) the first public airing of the discussion
(25) at that meeting, but I'll move on.

Page 237

(1) **A. Bryant**
 (2) **Q:** Miss Bryant, how many Transformers
 (3) movies have been made?
 (4) **A:** One Transformers movie to my
 (5) knowledge. It was remastered, though, for DV
 (6) form, DV presentation.
 (7) **MS. KITSON:** I have one more
 (8) question.
 (9) **MR. MONAGHAN:** Sure.
 (10) **Q:** Miss Bryant, in Mr. Bacal's motion
 (11) for summary judgment, Exhibit B is the original
 (12) complaint in the Bryant versus BMI action. As
 (13) Exhibit A to the complaint? And I can show you
 (14) if you'd like to see it.
 (15) **A:** I didn't know I had to memorialize
 (16) all of them.
 (17) **MR. MONAGHAN:** Isn't that this
 (18) case?
 (19) **MS. KITSON:** Well, yes, it's — this
 (20) was filed before we were consolidated.
 (21) **MR. MONAGHAN:** Oh, okay.
 (22) **Q:** What is Exhibit A?
 (23) **MR. MONAGHAN:** You remember this.
 (24) **A:** Yeah, that's the very minimal
 (25) information we were able to — only after two

Page 238

(1) **A. Bryant**
 (2) years we could get my catalog. We got my
 (3) catalog in two years three months after I
 (4) requested it from BMI. And from that, from
 (5) combing through it and comparing it to the way
 (6) these pieces of music had been registered 100
 (7) percent, we could see that changes had been
 (8) made. And those are the changes we could see
 (9) and we submitted that with the original
 (10) complaint, didn't we, to show the changes.
 (11) **Q:** Who generated the information as it
 (12) exists in Exhibit A or let me withdraw that
 (13) question?
 (14) **A:** What do you mean by generate?
 (15) **Q:** Who physically —
 (16) **A:** Compiled them?
 (17) **Q:** Compiled —
 (18) **A:** I did. I did.
 (19) **Q:** And from what sources, to the best
 (20) of your recollection, did you get the
 (21) information that you compiled?
 (22) **A:** From all that I had which was my own
 (23) catalog that we went through earlier of my own
 (24) BMI catalog and compared to my original BMI
 (25) statements that I compared, cross checked all

Page 239

(1) **A. Bryant**
 (2) those years.
 (3) **Q:** Just to recap, you made this chart,
 (4) Exhibit A?
 (5) **A:** Yes.
 (6) **MS. KITSON:** Those are all the
 (7) questions that I have. I don't know if
 (8) you'd like to go into anything.
 (9) **MR. MONAGHAN:** Cross?
 (10) **MS. KITSON:** If you'd like to.
 (11) **MR. MONAGHAN:** I never cross my own
 (12) witnesses.
 (13) **MS. KITSON:** Okay.
 (14) **MR. MONAGHAN:** Unless there's
 (15) something outrageously wrong that needs
 (16) clarification.
 (17) **MS. KITSON:** Then I would just like
 (18) to reserve on the record Sunbow's right to
 (19) reopen the deposition with regard to any
 (20) issues that may be raised in the documents
 (21) that we've requested during the
 (22) deposition, as well as any documents which
 (23) — conversations which counsel have
 (24) indicated may or may not be produced from
 (25) third parties subsequent to this date.

Page 240

(1) **A. Bryant**
 (2) **MR. MONAGHAN:** Okay. I understand
 (3) what you said, and my silence should not
 (4) be deemed acquiescence, but I'm not being
 (5) silent. So I will say that we'll take
 (6) that under advisement and when the time
 (7) comes, we believe that you probably do
 (8) have much of the documentation that we've
 (9) referred to, but maybe not. But we'll
 (10) cross that bridge when we come to it.
 (11) **MS. KITSON:** Okay.
 (12) **Q:** Thank you very much, Miss Bryant.
 (13) **A:** Thank you.
 (14) (Time noted: 5:26 p.m.)
 (15)
 (16)
 (17)
 (18)
 (19)
 (20)
 (21)
 (22)
 (23)
 (24)
 (25)

Page 241

(1) **A. Bryant**
(2)
(3) I, the witness herein, having read the foregoing
(4) testimony, do hereby certify it to be a true and
(5) correct transcript, subject to the corrections,
(6) if any, shown on the attached page.

(7)

(8)

(9)

(10)

ANNE BRYANT

(11)

(12)

(13) Subscribed and sworn to

(14) before me this day

(15) of 2002.

(16)

(17)

(18)

(19)

(20)

(21)

(22)

(23)

(24)

(25)

Page 242

(1) **A. Bryant**
(2) **CERTIFICATE**
(3)

STATE OF NEW YORK)

(4) :ss

COUNTY OF NEW YORK)

(5)

(6)

(7) I, Celeste A. Galbo, a Shorthand

(8) Reporter and Notary Public within and for the

(9) State of New York, do hereby certify:

(10) That ANNE BRYANT, the witness whose

(11) deposition is hereinbefore set forth, was duly

(12) sworn by me and that such deposition is a true

(13) record of the testimony given by such witness.

(14) I further certify that I am not

(15) related to any of the parties to this action by

(16) blood or marriage and that I am in no way

(17) interested in the outcome of this matter.

(18) In witness whereof, I have hereunto

(19) set my hand this 14th day of April 2003.

(20)

(21)

(22)

Celeste A. Galbo

(23)

(24)

(25)

Page 243

(1) **A. Bryant**
(2) **INDEX**
(3) **WITNESS EXAMINATION BY PAGE/LINE**
(4) ANNE BRYANT Ms. Kilson 4 7

(5)
(6) **EXHIBITS**
(7) **PLAINTIFF'S PAGE/LINE**
(8) Bryant Exhibit 1, catalog listing..... 137 7
(9) Bryant Exhibit 2, Amended Complaint..... 191 13

(10)
(11) **INFORMATION AND/OR DOCUMENTS REQUESTED**

	PAGE	LINE
(12)	55	2
	57	8
(13)	87	16
	114	22
(14)	163	8
	163	14
(15)	164	17
	188	24
(16)	189	23
	209	13

(17)
(18) **DIRECTIONS NOT TO ANSWER**

	PAGE	LINE
(19)	67	13
(20)	67	15
(21)	181	13
(22)	232	25
(23)	233	4

(24)

(25)